	CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: T24059	***"PARTNERING TO BETTER SERVE HOUSTON"***

SOLICITATION DUE DATE: June 2, 2015

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

DESCRIPTION: Initiative to End Homelessness for Housing and Community Development

PRE-PROPOSAL CONFERENCE:	**Date**	**Time**	**Location**
	Monday, June 15, 2015	10:00 A.M.	601 Sawyer, Houston, TX 1st Floor Conference Room

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Derrick McClendon
Name

Derrick.McClendon@houstontx.gov
E-Mail Address

(For) **Neal Rackleff**
Housing & Community Development
Director/or his designee

5/29/15
Date

1.0 SUBMITTAL PROCEDURES:

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

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

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

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

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

2.0 PROPOSAL FORMAT:

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

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

3.0 PRE-PROPOSAL CONFERENCE:

3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend, as it is strongly recommended. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City. Copies of the RFP **will not** be distributed at the Pre-Proposal Conference.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to Housing and Community Development, Procurement Division, Derrick McClendon, telephone: 832-394.6204, or e-mail (preferred method to): Derrick.McClendon@houstontx.gov, no later than June, 17, 2015 at 12:00 p.m. CST. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

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

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manaual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

9.2 A protest shall include the following:

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

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

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

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

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

10.0 NO CONTACT PERIOD:

10.1 Neither bidder(s) nor any person acting on bidder(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 of Houston, 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. Upon 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, aside from bidder's formal response to the solicitation, through the pre-ward phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or delivery information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for 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."

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

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

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

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

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

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

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

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

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

10.0 The Agreement(s) shall become effective on or about **August 1, 2015,** for a term of five (5) year.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

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

1.2 INDEMNIFICATION

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

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

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

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

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

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 $500,000 per occurrence

3.2.1.2 $1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident $100,000 (each accident)

3.2.4.2 Bodily injury by disease $100,000 (policy limit)

3.2.4.3 Bodily injury by disease $100,000 (each employee)

3.2.5 Professional Liability

3.2.5.1 $1,000,000 per occurrence $1,000,000 aggregate

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Chief Procurement Officer if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor form its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.

3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see **http://purchasing.houstontx.gov/forms.shtml**. The Director will consider all other forms on a case-by-case basis.

3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than $500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

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

5.0 INSPECTIONS AND AUDITS:

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

6.0 INTERPRETING SPECIFICATIONS:

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

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

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

8.0 COMPETENCY OF PROPOSER:

The receipt and opening of a Proposal shall not be construed as an acceptance of the Proposer as qualifies and responsible. The City reserves the right to determine the competency and responsibility of the Proposer from information submitted with the Proposal and verification of the Proposer's qualification from other sources.

9.0 DISQUALIFICATION:

Although not intended to be an exhaustive list of causes for disqualification, one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proposer and the rejection of its proposal:

- Evidence of collusion among Proposers
- Default on a previous project for failure to perform
- Failure to meet "Minimum Qualifications" requirements
- A non-signed and/or non-notarized "Offer and Submittal Form"

1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as As set out in Chapter 15, Article V of the City of Houston Code of Ordinances, Contractor shall make good faith efforts to award subcontractors or Supply Agreements in at least **24%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

1.2 M/WBE subscription must contain the Terms set out in **Exhibit II**

2.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

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

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

3.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

4.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

4.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT IV** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

5.0 PROJECT ADMINISTRATION:

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

6.0 PROCUREMENT TIMELINE/SCHEDULE:

6.1 Listed below are the important and estimated completions dates and times for this Request for Proposal (RFP).

7.0

EVENT	DATE
Date of RFP Issued	June 1, 2015
Pre-Proposal Conference	June 11, 2015
Questions from Proposers Due to City	June 17, 2015
Proposals Due from Offeror(s)	June 22, 2015
Notification of Intent to Award (Estimated)	June 29, 2015
Council Agenda Date (Estimated)	July 15, 2015
Contract Start Date (Estimated)	August 1, 2015

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To simplify the review process and to be eligible for the evaluation process, the Proposal must follow the outline asset forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

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

2.0 OFFER & SUBMITTAL FORM:

2.1 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.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

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

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

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

4.0 TECHNICAL QUALIFICATIONS:

4.1 Expertise/Experience/Reliability:

4.1.1 Applicants must have a documented capacity to construct, or rehabilitate, and operate housing that benefits low-income individuals. Applicants must provide a complete listing of their development team, with addresses and principals. Additionally, there must be no outstanding tax liens on any properties owned or managed by the Applicant. Furthermore, the City will perform background checks and seek references from other lenders, partners, or public agencies with which the Applicant has recently done business.

4.1.2 Provide a brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages.

4.1.3 Provide an organizational chart of proposed team or staff for this project and define their role.

4.1.4 Provide resumes, certifications and/or licenses of key personnel whom will be responsible for the delivery of the services/project.

4.2 Proposed Strategy and Operational Plan:

4.2.1 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

4.3 Financial Statements:

4.3.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years; in addition to your and Dunn & Bradstreet Report, if applicable.

5.0 MINORITY WOMEN DISADVANTAGE BUSINESS ENTERPRISE:

5.1 Proposer shall submit a proposed M/WBE Plan with a Proposer/Subcontractor-signed and dated "Letter of Intent Form." (See attached Exhibit II, Letter of Intent Form.)

6.0 OTHER CONTENT REQUIREMENTS: [Include any of the following when applicable:]

6.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

6.1.1 Expertise/Experience/Reliability Statement

6.1.2 Exceptions to Terms and Condition

6.1.3 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

6.1.4 List of References and List of Proposed Subcontractors (Exhibit I)

6.1.5 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II) – Not Applicable

6.1.6 Pricing Form/Fee Schedule (Exhibit III)

6.1.7 Fair Campaign Ordinance Form "A" (Exhibit V)

6.1.8 Affidavit of Ownership or Control (Exhibit VI)

6.1.9 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

6.1.10 Anti-Collusion Statement (Exhibit VIII)

6.1.11 Conflict of Interest Questionnaire (Exhibit IX)

6.1.12 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)

6.1.13 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1 Responsiveness of Proposal

2.1.1.1 Compliance with all the submission requirements of the RFP

2.1.1.2 Extent to which proposed solution meets the needs of the City including but not limited to the professional and technical competence as outlined in the RFP.

2.1.2 Technical Competence

2.1.2.1 Professional qualifications and experience of demonstrated ability to create a successful service culture through a customer service education program.

2.1.2.2 Quality of the proposed plan as it relates to the Specifications / Scope of Work.

2.1.2.3 Financial stability of the company as demonstrated by at least two years of audited financial statements.

2.1.3 Price Proposal

2.1.3.1 Reasonableness of price proposal

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

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

Respectfully Submitted:

_____
(Print or Type Name of Contractor – Full Company Name)

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

_____
City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

_____
(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of_____ 20_____

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

_____

2. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

_____

3. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

_____

4. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

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.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

PAGE INTENTIALLY LEFT BLANK

DATE OF REPORT: _____
BID NO.:_____
FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
		TOTAL			$_____
		M/WBE PARTICIPATION AMOUNT.			$_____%
		TOTAL BID AMOUNT.			$_____

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IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).
THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY. **NOTE:** **ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.**

_____

BIDDER COMPANY NAME

_____

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

_____

NAME (TYPE OR PRINT)

_____

TITLE

AND

CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

SOLICITATION NO.: T24059

Notice of Intent

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

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

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

_____, who will provide the following goods/services in connection
MWSBE Subcontractor
with the above-referenced contract:

_____

for an estimated amount of $ _____or_____ % of the total contract value.

_____is currently certified with the City of Houston's Office of Business
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

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

_____ _____
Signed (Prime Contactor) Signed (M/W/SBE Subcontractor)

_____ _____
Printed Signature Printed Signature

_____ _____
Title Date Title Date

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

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

1. _____(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").

2. _____(M/WSBE subcontractor) 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 or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the 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 and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of $100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, 77002

Report Period: _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT NO.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____ M/WBE GOAL: _____

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

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

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

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.

B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.

C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:

1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):
==========C A N C E L L A T I O N==========

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT),

==========

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

==========

- O R –

2. By Attaching Endorsements in the form attached.

D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than $500,000 per occurrence.

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.

2. Name and Address of Producer writing coverage.

3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.

4. Name and address of Insured (as shown on policy)

5. Letter in the column must reference the insurer of the policy being described

6. Must be a policy number; no binders will be accepted

7. Date policy became effective

8. Expiration date must be at least **30** days from date of delivery of certificate

9. Name and file number of project

10. Name of project manager

11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

12. All required endorsements must accompany the certificate

Insurance & Indemnification:
In any bid and/or proposal package, you will find specific Insurance & Indemnification project requirements. Specifications will include necessary types of coverage and respective limits of liability. Before you can begin performing any services or delivering any goods on city property, proof of insurance must be provided to the Office of the City chief Procurement Officer. Please complete and submit the Certificate of Insurance (COI) documents located at the following link titled Certificate of Insurance for Awards Under $50,000 and Over $50,000 (Page 1-2) http://purchasing.houstontx.gov/forms.shtml Note: Page 3 of the COI located at the above link is optional.

Form Number [illegible]
Revision Date [illegible]

CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail, or e-mail as requested by The City of Houston. The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. **Only City of Houston certificates of insurance are acceptable; commercial carriers' certificates are not.**

Producer: [Insert name of Insurance Company]

Street/Mailing Address: [Insert address of insurance company] **A**

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phones: [Office Phone Number]

Insured: [Insert name of the Contractor]

Street/Mailing Address: [Insert mailing address of Contractor] **B**

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phones: [Office Phone Number]

WORKERS COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of *The City of Houston* **C**
Waiver of Subrogation Endorsement Number: [Enter [illegible] Subr[illegible]dorsement Number]

Carrier Name: [Insert insurance company name] NAICs: [Insert NAICS code] **D**		**E** Carrier Phone Number: [Office Phone Number]		
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers Compensation Insurance _____	[Enter Policy Number] **F**	[Enter Effective Date] **G**	[Enter Expiration Date] **G**	☐ W.C. Statutory Limits E.L. Each Accident $[Enter policy amount] E.L. Disease – Each Employee $[Enter policy amount] **H**
Employers' Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	E.L. Disease – Policy Limit $[Enter policy amount]

COMMERCIAL GENERAL LIABILITY INSURANCE:
Endorsed with *The City of Houston* as Additional [illegible] **I** with a Waiver of Subrogation in favor of *The City of Hou*[illegible] **C**
Additional Insured Endorsement #[illegible] Subrogation Endorsement #: [illegible]

Carrier Name: [Insert insurance c[illegible]ame] NAICs: [Insert NAICS code] **D**		**E** Carrier Phone Number: [Office Phone Number]		
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance *(choose one)* ___Claims Made **J** ___Occurrence	[Enter Policy Number] **F**	[Enter Effective Date] **G**	[Enter Expiration Date] **G**	Each Occurrence: $[Enter policy amount] Products/Completed Operations Aggregate $[Enter policy amount] **H** General Aggregate $[Enter policy amount]

Page 1 of 1 July, 2014

AUTOMOBILE LIABILITY INSURANCE:

Endorsed with The City of Houston as Additional Insured [I] with a Waiver of Subrogation in favor of The City of Houston [C]

Additional Insured Endorsement Number: [Enter Endorsement Number] Waiver of Subrogation Endorsement Number

Waiver of Subrogation Endorsement Number

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code] [D]		[E]	Carrier Phone Number: [Office Phone Number]	
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
= Any auto = All Owned autos = Hired Autos [K] = Scheduled Autos = Non-owned Autos	[Enter Policy Number] [F]	[Enter Effective Date] [G]	[Enter Expiration Date] [G]	Combined Single Limit $[Enter policy amount] Bodily Injury (per person) $[Enter policy amount] [H] Bodily Injury (per accident) $[Enter policy amount] Property Damage (per accident) $[Enter policy amount]

OTHER INSURANCE COVERAGE: (i.e. Excess [illegible] MCS [illegible] other needed insurance' use 3d page for needed information

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code] [D]		[E]	Carrier Phone Number: [Office Phone Number]	
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Excess Liability [L]	[Enter Policy Number] [F]	[Enter Effective Date] [G]	[Enter Expiration Date] [G]	$[Enter policy amount] [H]
Pollution	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Builder's Risk	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	$[Enter policy amount]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE CONTRACT PROVISIONS

PROJECT DESCRIPTION (Insert Project Manager Name, City Department and Mailing Address, and WBS Number)

[Insert Project Manager Name, City Department and Mailing Address, WBS Number, and Project Description] [P]

AGENT CERTIFICATION

*THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Insurance Company: [Insert name of insurance Company] [M]	Name of Authorized Agent: [Insert name of Insurance Agent] [N]
Company Address: [Insert address of insurance company]	Agent's Address: [Insert address of insurance agent]
City: [Insert city] State: [Insert State] Zip: [Zip Code]	City: [Insert city] State: [Insert State] Zip: [Zip Code]
Authorized Agent's Phone Number (including Area Code) [Office Phone Number]	Original Signature of Authorized Agent [O] X
	Date [Date of Signature]

Form Number [illegible]
Effect Date [illegible]

Additional Notes:

WORKERS COMPENSATION INSURANCE COVERAGE

Q

COMMERCIAL GENERAL LIABILITY INSURANCE

Q

AUTOMOBILE LIABILITY INSURANCE

Q

OTHER INSURANCE COVERAGE

Q

Additional Carrier Information (if multiple carriers providing insurance)

Carrier Name: [Insert insurance company name]
NAIC#: [Insert NAICS code]
Carrier Phone Number: [Insert Office Phone Number]
Type of Insurance: [Insert specific type of insurance]

D E

Carrier Name: [Insert insurance company name]
NAIC#: [Insert NAICS code]
Carrier Phone Number: [Insert Office Phone Number]
Type of Insurance: [Insert specific type of insurance]

D E

Carrier Name: [Insert insurance company name]
NAIC#: [Insert NAICS code]
Carrier Phone Number: [Insert Office Phone Number]
Type of Insurance: [Insert specific type of insurance]

D E

P) The vendor should place the required Project Description information (Project Manager Name, City Department and Mailing Address, and WBS Number) here. This information was previously placed in the

[END OF DOCUMENT]

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

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

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

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

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

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: _____

Firm or Company Address: _____

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

[ ] **SOLE PROPRIETORSHIP**

Name _____ _____

Proprietor Address

[ ] **A PARTNERSHIP**

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

Name _____ _____

Partner Address

Name _____ _____

Partner Address

[ ] **A CORPORATION**

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

Name_____ _____

Director Address

Name_____ _____

Director Address

Name _____ _____

Director Address

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

Name_____ _____
Officer Address
Name_____ _____
Officer Address
Name_____ _____
Officer Address

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

Name_____ _____
Address
Name_____ _____
Address
Name_____ _____
Address

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

_____
Preparer

_____
Printed Name

_____
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

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

Contracting Entity

Name: _____

Business Address *[NO. /STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

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

Residence Address *[NO. /STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

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

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

Name: _____

Business Address *[NO. /STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

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

Residence Address *[NO. /STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

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

2015
Initiative to End Homelessness

Request for Proposals:

T24059

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Part I. Overview: Initiative to End Homelessness

The Need for Additional Homeless Housing

The greater Houston community has developed an initiative to end homelessness in Houston by 2020. The City has made significant progress towards this goal, but much remains to be accomplished. This RFP is soliciting applications to build or renovate properties to house homeless persons.

The Housing and Community Development Department (HCDD) of the City of Houston will provide funds for gap financing that are not otherwise available from other sources. Leveraging of HCDD funds is pivotal to the ultimate success of these projects. Utilization of conventional debt and equity financing, foundation grants and other non-City funds may be a source of leverage.

Furthermore, to enhance the efficacy of the housing product, alliances with agencies which provide supportive services for the homeless population are strongly encouraged.

Part II. General Eligibility Criteria

In addition to meeting the specific requirements detailed in the application, applicants must meet the minimum general eligibility criteria described below before submitting an application for consideration:

Location

The project site must be in the City of Houston, and in an area that is subject to City of Houston taxes.

Development Capacity

The applicant and its development team must have a proven track record of successful construction and/or rehabilitation of housing and to assess and execute the required rehabilitation/reconstruction of the property. Applicants are expected to have sufficient liquidity to cover any funding shortfalls or delays that may occur during construction, lease-up and operation of the property.

Discrimination

Organizations must not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender identity, or Veteran's discharge status.

Part III. Program Funds

The sources of funds available for these projects are described below. The amount of funding available for this RFP is approximately $6 million. The Department reserves the right to increase or decrease the funding amounts described herein. Assistance may be provided in the form of fully repayable interest bearing loans, grants, or performance based (0% interest) loans repayable only upon sale of the asset or other capital event. Depending on the investment, affordability requirements will extend for five (5) years or more. The department will determine the best source and mix of available funds.

Homeless and Housing Bonds

These bond funds have been approved in past municipal bond elections. Their use is specifically for affordable housing (including SRO, family homeless housing, housing for the disabled, and low-moderate income, as well as multifamily rehabilitation and construction). These funds may be used alone or in conjunction with HUD funds and/or conventional financing. Although they do not carry the same requirements as federal funds, HCDD may require restrictions similar to those that accompany HUD funds.

Tax Increment Reinvestment Zone (TIRZ) Funds

TIRZ funds are set aside for affordable housing. Although they do not carry the same requirements as federal funds, HCDD may require restrictions similar to those that accompany HUD funds.

Part IV. Eligible Activities

As noted above, the purpose of this RFP is to solicit proposals for projects that will both house the homeless and serve their specific needs. Below is a list of activities that are eligible for funding:

- **New construction of properties** to serve the homeless.
- **Rehab or demolition and reconstruction** of properties that serve the homeless.
- **Demolition as part of rehabilitation and reconstruction** which will serve to reduce density, if appropriate, making the property more manageable.
- Project-related **soft costs** may be awarded on a limited basis and will be at the recommendation of staff and based on need determined during the underwriting review.

Part V. Eligibility Standards for Applicants

The following are representative of the requirements to be considered a qualified developer:

Corporate Structure

Applicants must be a nonprofit entity. For the purposes of this RFP, the applicant must be the owner/developer of the project.

Good Standing

Applicants and Applicants' team members must be in good standing with HCDD on all previous grants, loans, or loan commitments. In addition, Applicant must affirm that there are no defaults or negative collection actions relating to any financial obligation, either to the City of Houston or to any other public agency or private lender. Any Applicant, Developer or general contractor who is on the federal, state, or city debarment list will not be allowed to participate. No Applicant, Developer or contractor with management or compliance issues outstanding with the Department will be allowed to participate.

Site Control

Applicants must be either the current owner of the property or, at the time of application, have a binding contract to purchase the property. Once an application has been received by HCDD, no moneys may be expended to alter the property until City Council approval is received. If the Applicant spends any funds on the property – either to close on the acquisition or begin construction – from the time of application until HCDD's loan has closed, the commitment may be nullified.

Experience

Applicants must have a documented capacity to construct, or rehabilitate, and operate housing that benefits low-income individuals. Applicants must provide a complete listing of their development team, with addresses and principals. Additionally, there must be no outstanding tax liens on any properties owned or managed by the Applicant. Furthermore, the City will perform background checks and seek references from other lenders, partners, or public agencies with which the Applicant has recently done business.

Financial Capacity

Applicants are expected to have sufficient liquidity to cover any funding shortfalls or delays that may occur during construction, lease-up and operation of the property. Audited financial statements and two years of tax returns of all Applicants and guarantors are required. A Single Audit and/or IRS990 is required.

Part VI. Financial Evaluation and Underwriting

Proposed developments will go through an underwriting process which will evaluate the ownership structure, property operations, the sources and uses of funds, and the financial statements of the owner and guarantor (if applicable).

HCDD will review the underlying proposed debt and operating pro-forma of the property to determine the development's feasibility during the affordability period (i.e. demonstration of an acceptable debt service coverage ratio indicating income adequate to cover operating expenses and all applicable debt service). For properties such as those for special needs population, which demonstrate that they cannot carry any debt service, income must exceed expenses. A commitment of the ownership entity to cover any losses will be required in the event of cash flow shortfalls.

Part VII. Financing Terms

As a policy, the City desires to provide enough funding to each approved transaction to increase the availability of housing, without over-subsidizing (enriching) the development or increasing the risk associated with over-leveraging the development (too much debt for the restricted rents to support).

The City reserves the right to determine award and financing terms based on its financial evaluation of the transaction in tandem with the program requirements and availability of funds. Applicants must identify all other sources of capital in the application.

Loan/Grant Amount

Applicants should make a specific loan request to the City. The request should represent the gap between (a) the total project cost and (b) the Applicant's equity plus commercially available debt, grants, tax credits, and other capital contributions.

Interest Rate

Interest rates will vary based on the level and type of investment by the City and the program funding. Determination will occur during underwriting review, and the City will establish a final loan structure to meet financial feasibility and program regulatory requirements. The loan will be structured with a regular monthly payment beginning at construction completion and continuing for the loan term.
The City will consider a zero percent (0%) performance based loan which is repayable only upon the sale or re-finance of the property at an amount of 50% of the proceeds up to the loan amount.

Loan Position

The City's Land Use Restriction Agreement (LURA) must be superior to all other liens. In most cases the City loan position will be junior to Senior Debt; however the City reserves the right to have a position senior to other sources of financing.

Terms

HCDD will typically provide for a maximum eighteen (18) month construction period. Any expected variation from this timeline should be explained in footnotes to the pro-forma project costs. The loan term and property affordability period will begin at the acknowledgement by the Department of successful completion of the project. Loan commitments are not transferable and become due and payable in full in the event of noncompliance or default over the life of the agreement. The LURA term will be five (5) years or more depending on funding amount.
Applicants may not transfer ownership of the asset, or refinance its debt, throughout the affordability period except with the express consent of the Director of HCDD.

Material Changes

Any material changes to the project during underwriting or construction must be reported in writing to the Department. Failure to do so may result in a Default under the loan.

Construction Guaranty and Cost Overruns

Developers will personally guarantee the loan until construction or rehabilitation is complete and all buildings receive certificates of occupancy (Completion Guaranty). Upon completion, if the development is in compliance with applicable HUD requirements, personal liability of the guarantors will be released except for losses due to fraud, theft, failure to pay taxes, failure to maintain insurance and similar acts or omissions ("bad acts exceptions"). Developers must also provide a 12-month Maintenance bond once construction is complete.

Affordability Covenants

A Land Use Restriction Agreement (LURA) will be recorded in higher priority than any first lien made by a commercial lender and will remain in force throughout the affordability period despite bankruptcy, sale, or other event transferring title.

During the affordability period, HCDD will monitor each project for financial stability as well as compliance with the City's codes and LURA. This will include:

- Regular review of financial statements;
- Annual inspections of property to assure that Minimum Property Standards are maintained; and
- Verifying occupancy data to demonstrate compliance with Affirmative Marketing and Fair Housing requirements under local, state and federal rules in tenant selection/housing.

Insurance

Title Insurance (both Loan and LURA coverage), Property Insurance, Flood Insurance, Wind Insurance, Builder's Risk Insurance, and Worker's Compensation Insurance will be required. Other insurance requirements may apply and will be more fully described in the loan documents.

Payment, Performance and Maintenance Bond

The general contractor shall furnish a Payment and Performance bond for the full amount of the construction contract, which requires the contractor's full performance of the contract. The contractor shall also furnish a 1-year Maintenance bond to secure the warranty required under the construction contract between the owner and the contractor. Bonds shall be made payable to the City and the owner, in a form approved by the Director of HCDD. The surety issuing the bond must be on the current list of accepted sureties on federal bonds published by the US Treasury Department and/or on the State Board of Insurance list of authorized insurance companies in Texas.

Other Liens

After closing, Borrower will not be permitted to place subsequent liens against the property either in priority or subordinate to City's lien. No additional debt is allowed without prior written approval by the Director of HCDD. The City's lien (debt) position can be junior to an existing lender, but the LURA covenants must be superior to all other debt and liens including existing debt, and will require the existing lender to subordinate to the rent restrictions. Refinancing of senior debt will be allowed only with approval of the Director.

Documentation of Agreement

This RFP is a framework upon which requests may be submitted. The Loan/Grant Agreement will be negotiated and signed by all parties before a Request for Council Action (RCA) is taken to City Council. All documents as required by the City and its attorneys including without limitation, the Deed of Trust, Promissory Note, Intercreditor Agreement, LURA, and Assignment of all contracts, leases and rents, will be negotiated and presented as appendices to the Loan/Grant Agreement. Final documents will be executed prior to closing.

Closing on the Loan shall be concurrent with closing on any superior liens and any other sources of funds determined to be necessary for the long-term financial feasibility of the Development. All due diligence determined by the Department to be prudent and necessary to meet and to secure the interests of the Department and of the City of Houston must be complete prior to closing.

Part VIII. Development Requirements

Housing Type

Developments for this RFP are limited to housing specifically addressing the housing of homeless persons. These housing types are limited to emergency shelters, non-traditional shelters, and dormitory style housing.

Environmental Review

Once an application has been received by the Housing and Community Development Department, HCDD will conduct an environmental review. During this review period, neither an Applicant nor any participant in the development process, including public or private nonprofit or for-profit entities or any of their contractors, may commit or expend any HCDD funds on the project. Additionally, no activities having either an adverse environmental impact or limitation on the choice of reasonable alternatives may be undertaken.

The Environmental Review includes (but is not limited to) the following topics:

- Review of Phase I report (update is required if over 6 months and a new Phase I is required if over 1 year) (The ASTM E1527-13 Standard includes Vapor Intrusion Analysis)
- Texas Historical Commission review (existing properties 45 years of age and older and undeveloped tracts of land)
- Comanche Tribal Consultation (undeveloped tracts of land)
- Floodplain
- Wetlands
- Coastal zone
- Sole source aquifers
- Endangered species
- Noise pollution

Rehabilitation of any buildings built before 1978 must comply with federal lead-based paint requirements, including lead screening, in accordance with 24 CFR Part 92.355 and 24 CFR Part 35, subparts A,B,J,K,M, and R.

All properties must be free of contaminants/hazardous substances that pose dangers to users of the property or conflict with the intended purpose of the property as explained in 24 CFR 58.5(i)(2)(i). This includes, but is not limited to, toxic mold and asbestos. If there might be a concern that a property contains toxic mold or asbestos, the developer will be responsible for the testing and either implementation of an O&M plan (operations and maintenance plan) or completion of the abatement process (by a certified asbestos contractor).

New construction is required to provide sufficient sound-proofing to maintain an interior noise level below 45 decibels, and exterior noise level below 75 decibels.

Floodplain and Floodway Development

Floodplain development is discouraged, but will be considered by the Department only when there is no practical alternative to performing work in the floodplain. To do so all mitigation measures possible must be implemented in order to avoid adverse impacts to the floodplain and to restore and preserve the natural and beneficial values of the floodplain. Mitigation includes but is not limited to Chapter 19 of the City's Code of Ordinances.

Critical action projects, as defined in 24 CFR Part 55, involve facilities where even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons, or damage to property. Such projects include facilities that house hazardous materials, store irreplaceable records, provide vital services (i.e. police and fire stations), and provide care to persons who lack mobility (i.e. hospitals, nursing homes, convalescent homes, etc.). For these projects, all mitigation efforts must be undertaken.

Development in the floodway is prohibited under all circumstances. Applicants are advised to check property addresses against the most recent flood maps which can be accessed at www.tsarp.org

Affirmatively Furthering Fair Housing (AFFH)
Developers must complete and submit the Affirmative Fair Housing Marketing Plan found at http://portal.hud.gov/hudportal/documents/huddoc?id=935-2a.pdf, in furtherance of the City's commitment to non-discrimination and equal opportunity in housing. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area without regard to race, color, national origin, gender, religion, familial status, or disability. The plan must provide detailed procedures and actions geared to attract eligible persons to the development. Beginning at lease-up, records must be maintained describing actions taken by the Developer to affirmatively market its units. Documentation of compliance with the Affirmative Marketing requirements in the Fair Housing Act is required.

Accessibility

All properties receiving funds must be in compliance with Texas Accessibility Standards (with exceptions), and Fair Housing Accessibility Guidelines.

Code Compliance

Upon completion, rehabilitated or newly constructed properties must comply with local building code, health code, and safety code, as defined by the Department.

Cost Reasonableness Study

HCDD will engage a third party firm to review the proposed plans, specifications and budget, to determine if the estimated project costs are sufficient to construct the property described in the plans and specs. If there is a senior lender, HCDD will rely on a report that is prepared for that lender, if the City is named on the report or if a reliance letter is provided.

Part IX. Construction Requirements

Employment Policies

Minority Business Enterprises/Small Business Enterprises

The City of Houston requires MBE and SBE participation in all contracts, over $1 million. The specific goals will be determined for each individual project, depending on funding source(s).

Contractor Selection

The City of Houston is charged with making efforts to determine that Project costs are reasonable. HCDD has approved the following three methods for selecting a general contractor:

- **Bidding Process** - The Borrower may choose to go through an open bidding process for selection of the General Contractor. This involves:
  1. Compiling plans, specs and a list of required qualifications, bonding requirements, etc. for the prospective contractor
  2. Conducting a pre-bid meeting with prospective bidders
  3. Advertising the bid process for two consecutive weeks
  4. Reviewing, evaluating and tabulating bids
  5. Obtaining clearance from HCDD's Compliance and Monitoring division to proceed with the selected contractor.

  A more complete explanation of the process will be provided by Compliance & Monitoring.

- **Captive General Contractor** - If the owner has the capacity to complete the construction work through a related entity as a captive general contractor, the City will pay for actual hard costs (and relocation costs) but will not pay for general contractor conditions, profit and overhead. If the construction costs are partially funded by a different federal or state program or other financing source for which general conditions, profit and overhead are eligible expenses, these costs may be paid out of the other program funds.

- **Hand-picked General Contractor** - The Borrower may select a General Contractor of their choosing without going through a bidding process.

Under almost all conditions a Guaranteed Maximum Price Contract will be required. All subcontracts must be bid and tabulated. If the lowest responsive bidder is not selected, an explanation must be provided to substantiate the decision not to select the absolute lowest bidder.

Please note, regardless of the method of selection of a General Contractor, prior to award of contract the General Contractor must be approved by the Compliance and Monitoring Division. Therefore, the developer must submit a Request for Contractor Clearance form to the Compliance and Monitoring Division and obtain approval for the proposed contactor prior to execution of a contract agreement.

Construction Draws and Inspections

During construction, HCDD will engage a third party firm to provide monthly inspections and confirm work in progress. If the Senior Lender or Tax Credit Investor uses a third party inspection firm, the City may rely on these inspection reports if the City is included as an addressee of the report. Borrowers will certify that each draw request is for actual costs expended and must provide documentation to support such costs, including sub-contractor invoices. The City will only pay for completed and documented work.

Expenditures must be allowable and reasonable in accordance with federal, state, and local rules and regulations. The Department shall determine the reasonableness of all expenditures. The Department may request that the Developer make modifications to the disbursement request and is authorized to modify the disbursement procedures set forth herein and to establish such additional requirements for payment of funds to Developer/Owner as may be necessary or advisable for compliance with all program requirements. Any change in scope during the construction process must be approved in advance by HCDD.

HCDD will retain 10% of construction costs in each draw until satisfactory completion of the development. Retainage will be held until at least thirty (30) days after completion of construction; a final inspection is completed and clearance is issued by the Department; labor standards final wage compliance report is completed; and certificates of occupancy are received for new construction or a certification of completion is received from the development architect for rehabilitation.

The final request for disbursement of retainage must be submitted to the Department with supporting documentation no later than sixty (60) days after project completion in order to remain in compliance with the Contract and eligible for future funding. The Department shall not be obligated to pay for costs incurred or performance rendered after the termination date of a Contract.

Part X. Application Submissions

The City of Houston as a unit of local government reserves the right to reject any and/or all proposals, reserves the right to waive any formalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the City of Houston.

Process

Applications under this RFP are due to the City of Houston by **3:00 p.m. on Friday, June 22, 2015**. Since applications will be reviewed and possibly awarded as received, there is a possibility that funds will not be available for the later applications. Late proposals will not be accepted and will be returned, unopened, to the Applicant at the Applicant's expense.

For questions regarding this RFP, please contact Derrick McClendon via e-mail at Derrick.McClendon@houstontx.gov

Applications will be submitted to the City Secretary's Office

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002
ALL APPLICATION SUBMISSIONS BECOME THE PROPERTY OF HCDD.

IN ACCORDANCE WITH THE ANTI-LOBBYING ORDINANCE, CODE OF SILENCE OR SIMILAR REQUIREMENTS, AFTER THE APPLICATION SUBMISSION OR DEADLINE AND UP TO PANEL REVIEW AND SCORING OF APPLICATIONS, ALL COMMUNICATION BETWEEN APPLICANTS AND CITY STAFF MUST BE IN WRITING.

Project Info/Documents:

- [ ] Project Overview
- [ ] Scope of Work
- [ ] Certificate of Occupancy
- [ ] Project Site Survey
- [ ] Phase I ESA
- [ ] Certified Copy of General or Special **Warranty Deed** of property or copy of Lease Agreement (if any)
- [ ] Copy of **Deed Restrictions** or Land Use Restrictions that apply to the property (if any)

Financial Documents:

- [ ] Project Budget
- [ ] Funds Sources and Uses
- [ ] IRS 990
- [ ] Two fiscal years financial statements
- [ ] Certified Financial Audit/Annual Single Audit
- [ ] Proof of Income/Revenue
- [ ] Bank Statements
- [ ] Two Year Pro Forma Operating Budget
- [ ] Current year's Operating Budget

Applicant Info:

- [ ] Organizational Historical Description
- [ ] Articles of Incorporation or Charter
- [ ] Organization Bylaws
- [ ] Non-Profit Status
- [ ] Roster of Board Members
- [ ] Board Members' Resumes
- [ ] Board of Directors resolutions authorizing request & acceptance of the City's funds
- [ ] Resumes for Executive Director and Program Manager

Documents to be provided to and executed by Applicant:

- [ ] Affidavit Of Ownership Form
- [ ] Debarment, Suspension, and Other Responsibility Matters Certification Form
- [ ] Fair Campaign Ordinance Form
- [ ] Lobbying Certificate

Part XI. Selection Criteria

Applications will be reviewed and scored by a panel of HCDD personnel. All applications must meet a minimum threshold score of 60 points to be considered for additional review and underwriting. Should applications meeting this minimum threshold exceed available funding, HCDD reserves the right to reconsider these applications at such time that funding is available. If third party reports become "stale," updates will be required.

Maximum Total Score = 100 Points
Organizational Expertise (25 Points)
Supportive Services (25 Points)
Location Information (10 Points)
Project Information (20 Points)
Third Party Reports (5 Points)
Financial Analysis (15 Points)

Organizational Expertise

1. Applicant's or Development Team's prior experience with development of properties similar to proposed project, including acquisition, rehabilitation, construction, and operations.
2. Qualifications and experience of proposed staff and strength of the development team. The City reserves the right to refuse funding to a project if prior experience with the City was unfavorable.
3. Availability of third party sources of funding
4. Overall financial condition and the applicant's ability to fund potential cost overruns or other costs not anticipated in the project budget
5. Three years of operating statements (if applicable)
6. Experience using government funds

Supportive Services

1. Applicant's prior experience in financing, owning and/or operating Housing
2. Property management's experience in working with homeless individuals and support service providers
3. Discussion of other services which the Applicant will provide the residents

Location Information

1. Letters of Support from community and legislative representatives
2. Convenient access to local transit
3. Proximity to medical facilities
4. Proximity to grocery store(s), pharmacies, and other amenities
5. Proximity to employment and training opportunities

Project Information

1. A defined scope of work including preliminary design plans and site plans.
2. Designed to affirmatively further Fair Housing
3. Energy efficiency / sustainable practices
4. Site control documentation
5. Relocation Plan (if applicable)
6. Detailed cost estimates
7.

Third Party Reports

1. Appraisal
2. Phase I Environmental report (Phase II if needed)
3. Property Condition Report (rehab only)
4. Survey

Financial Analysis

1. Demonstration that the development is feasible in terms of cost, sources and uses, and financial thresholds.
2. Construction Cost and Total Cost relative to similar properties submitted under this RFP
3. Evidence of other funding sources, allowing HCDD to provide gap financing
4. Proforma income and expense reasonableness;

PLEASE NOTE: The Director, at his/her sole discretion, can either waive any of the requirements contained herein, or reject any application to this RFP.