CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND DELIVERY CORRESPONDENCE

PURCHASE ORDER

Vendor Address
Vendor Address Number 130174
OUTREACH STRATEGISTS
2727 ALLEN PARKWAY #1300
HOUSTON TX 77019
USA

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
P.O. Box 1562
HOUSTON TX 77251-1562

Information

Purchase Order Number/Date	**4500350756-0 / 07/13/2021**
CoH Vendor Number	**130174**
Page	**1 of 1**
Buyer's Name	**Syed Taqvi 460**
Buyer's Telephone Number	**832-394-6306**
Buyer's Fax Number	
Buyer's E-mail Address	**syed.taqvi@houstontx.gov**

CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER TO BUYER'S E-MAIL ADDRESS

Shipping Address HOUSING & COMMUNITY DEVELOPMENT
PROCUREMENT SERVICES
2100 TRAVIS, 9TH FLOOR
HOUSTON TX 77002
USA

Terms of payment : Pay net 30 w/o deduction — Currency USD

Shipping Terms FOB(Free on board) /DESTINATION

Your person responsible: TYLER SMITH

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU		48,500.00 / AU	48,500.00
			91863 HOUSING CONSULTING		
			Framing and Communicating about Affordab		
	Gross Price		48,500.00 USD 1 AU	1.000	48,500.00
			Expected value of unplanned services: 48,500.00		
			Delivery Date: 06/30/2022		
Total ****				**USD**	**48,500.00**

The Terms and Conditions specified on http://purchasing.houstontx.gov will apply.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

Mayor	Chief Procurement Officer	Controller

ADDENDUM TO PURCHASE ORDER

THIS ADDENDUM TO PURCHASE ORDER NUMBER 4500350756 is entered into on the date signed by the Vendor ("Effective Date") between the CITY OF HOUSTON, TEXAS ("City"), a home-rule city of the State of Texas, and **Outreach Strategists** ("Vendor" or "Contractor") located at 2727 Allen Pkwy #1300, Houston, TX 77019 and doing business in Texas.

1. This Addendum and attached Purchase Order are issued in connection with City's purchase of planning activities from Vendor.

2. For the purposes of this Addendum, "Purchase Order" means the purchase order issued by the City in connection with the Purchase Order Number referenced above.

3. The terms and conditions specified on http://purchasing.houstontx.gov, attached hereto as **Exhibit B**, will apply to this Addendum and Purchase Order. This Addendum and Purchase Order shall control over and override all terms and conditions specified on http://purchasing.houstontx.gov as well as those of any written specifications, statement of work, work write-up, or other project plan, that are inconsistent with this Addendum and Purchase Order, and this Addendum and Purchase Order is hereby substituted for any such conflicting or inconsistent term or condition. No additional term or condition added in any statement of work, other document relating to the subject matter hereof, or any amendment thereto can conflict with or diminish any term or condition of this Addendum and Purchase Order, and any such term or condition is and shall be void and unenforceable. The attached Purchase Order, along with any written specifications relating thereto, including this Addendum, contain all of the agreements between the parties relating to the subject matter within and embodies the full and final expression of the agreement between the parties.

4. Vendor shall provide the Services as outlined in the Purchase Order and as set forth in this Addendum, including **Exhibit A** (Scope of Services) attached hereto to satisfy the needs of the City described in the Purchase Order, this Addendum, its exhibits, and/or any authorized amendment thereto. The Purchase Order must be approved and signed by the Chief Procurement Officer or the Director of the Housing and Community Development Department (HCDD) or his or her designee (the "Director"). Goods and/or services shall be provided as more fully described in the Purchase Order or Exhibit A, at the prices and rates and budget set forth in the Purchase Order and this Addendum, including all exhibits. Vendor shall provide the Services in accordance with the terms outlined in this Addendum and Purchase Order, including Exhibit A and all other exhibits. The Director reserves the right to alter the scope of work, quantity or quality of goods ordered, or other elements of this Addendum and Purchase Order through the issuance of a Change Order to Vendor, as applicable. Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

5. The term of this Addendum and Purchase Order is 1 year from the Effective Date. This Addendum and Purchase Order shall expire on the earlier of: (i) the expiration date as mentioned above; (ii) when all funds allocated to the Purchase Order are exhausted, or (iii) when terminated by the Director or Chief Procurement Officer in accordance with the termination provisions below.

6. The City makes no express or implied representations, warranties, or guarantees whatsoever, that any particular quantity, type, task area, or dollar amount of services will be procured or purchased from Vendor through this Addendum and Purchase Order or Change Order; nor does the City make any express or implied representations, warranties, or guarantees, whatsoever for the amount or value of revenue that Vendor may ultimately derive from or through this Addendum and Purchase Order or Change Order.

7. The total fees paid by the City to Vendor for goods and/or services under this Addendum and Purchase Order and subsequent Purchase Orders shall be **$ 48,500.00**. Vendor recognizes that, under Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates; and Vendor further recognizes that the City Council has appropriated and allocated only **$ 48,500.00** ("Maximum Fund Amount") to pay for goods and/or services under this Addendum and Purchase Order and subsequent Purchase Orders. The City's obligation to Vendor under this Addendum and Purchase Order and subsequent Purchase Orders shall not exceed **$ 48,500.00**, unless both of the following events occur: (a) the City Council makes further appropriations for this Addendum, and (b) the City issues a duly authorized amendment to this Addendum prior to its termination.

8. Vendor shall submit to the Director an accounting report, itemized invoices, itemized receipts or other documentation that itemizes and reflects the eligible purchases and/or expenditures made in furtherance of performance under the Purchase Order and this Addendum. Within 30 calendar days after Director's approval of receipts/invoices and other documentation in support of eligible expenditures, subject the allocation of funds and paragraph 7 of this Addendum, the City will reimburse Vendor on the basis of the amount of the invoice approved by the Director. Vendor understands and agrees that the costs to be paid by the City for the expenditures will be funded with Community Development Block Grant ("CDBG") and Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds, which total amount shall not exceed the Maximum Fund Amount. Vendor further understands and agrees it will not look for payment from the City in excess of the Maximum Fund Amount, and agrees to provide the City with written documentation to support all expenditures, including clarification of expenditures requested by the Director which must be provided prior to the date of disbursement of the Maximum Fund Amount.

9. The indemnification provision set forth in the terms and conditions attached as **Exhibit B** shall apply to goods only; however, whether providing goods or services, Vendor shall release the City as follows:

RELEASE

THE VENDOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS SECTION 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 ADDENDUM AND PURCHASE ORDER, 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. VENDOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS ADDENDUM AND PURCHASE ORDER.

VENDOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS), IF ANY, TO RELEASE THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE TO THE CITY.

10. Vendor acknowledges that Hurricane Harvey disaster relief funds awarded by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant-Disaster Recovery (CDBG-DR) program administered by the Texas General Land Office (GLO) may be used to fund all or a portion of this Addendum and Purchase Order. Unless the Director directs otherwise, Vendor understands this program and the Services provided under this PO and PO Addendum are federally funded, in whole or in part, by HUD or CDBG dollars and Vendor shall comply with all applicable federal laws, regulations, executive orders, GLO and HUD policies, procedures and directives, including without limitation those set forth in this PO Addendum, 24 CFR Part 570, 2 CFR Part 200, and **Exhibits C, D & E.**

11. Vendor shall give the Director prompt written notice of any actions, lawsuits, or other proceedings, real or threatened, or any claims made against Vendor related to the subject matter of the Purchase Order and this Addendum, including all exhibits.

12. Vendor acknowledges that the Federal Government is not a party to this Addendum and Purchase Order and is not subject to any obligations or liabilities to the City, Vendor, or any other party pertaining to any matter resulting from this Addendum and Purchase Order.

13. Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Vendor's actions pertaining to this Addendum and Purchase Order.

14. Vendor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency (FEMA) pre-approval.

15. Access to Records. The following access to records requirements apply to this Purchase Order and Addendum:

A. Vendor agrees to provide the City, including without limitation, the Director and City Controller, HUD, GLO, the Texas Department of Emergency Management, the Comptroller General of the United States, or any of their authorized representatives (1) access to any books, documents, papers, and records of Vendor which are directly pertinent to this Addendum and Purchase Order and (2) access to inspect all places where work is undertaken in connection with this Addendum and Purchase Order for the purposes of making audits, examinations, excerpts, inspections, and transcriptions.

Vendor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Addendum terminates or expires. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not limit the applicable statute of limitations.

B. If City determines through an audit or in reviewing invoices or other supporting documentation that Vendor has expended any portion of the funds for purposes inconsistent with or not permitted by the terms of this Addendum or the applicable laws and regulations (e.g. GLO, or HUD, laws, rules and regulations), or has otherwise overpaid third parties, Vendor shall immediately return to the City the applicable portion of the funds within thirty (30) days of the date on which it receives written notice from the Director of the amount due and owing to the City and the reason that the funds must be returned.

C. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

D. Vendor agrees to provide the GLO, HUD, and their authorized representatives access to construction or other work sites pertaining to the work being completed under this Addendum and Purchase Order.

E. In compliance with the Disaster Recovery Act of 2018, the City and Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the GLO, HUD, or the Comptroller General of the United States.

16. Environmental Compliance – Applicable only to Purchase Orders over $150,000.

A. Vendor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

B. Vendor shall report all violations to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the GLO, HUD, and the appropriate Environmental Protection Agency Regional Office.

C. Vendor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

17. Contract Work Hours and Safety Standards Act – Applicable only to Purchase Orders over $100,000. All contracts entered into related to this Addendum and Purchase Order shall contain the following language:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. GLO and HUD shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

18. Equal Employment Opportunity. During the performance of this contract, Vendor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

E. Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

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

19. Procurement of Recovered Materials.

A. In the performance of this Addendum and Purchase Order, Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

20. Remedies. If any work performed and/or goods delivered by Vendor fails to meet the requirements of the Addendum and Purchase Order, any other applicable standards, codes or laws, or otherwise breaches the terms of the Addendum and Purchase Order, the City may in its sole discretion:

A. elect to have Vendor re-perform or cause to be re-performed, at Vendor's sole expense, any of the work which failed to meet the requirements of the contract;

B. in the case of goods, reject the goods and require Vendor to provide replacement goods that meet the needs of the City and the terms of the Addendum and Purchase Order;

C. hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Vendor; or

D. pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Vendor.

21. Suspension and Debarment.

A. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or

regulatory authority. Vendor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

B. This Addendum and Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Vendor is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

D. This certification, found in **Exhibit C** is a material representation of fact relied upon by the State of Texas and the City. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

E. Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22. Byrd Anti-Lobbying Amendment.

A. Vendors who apply or bid for an award of $100,000 or more shall file the required certification as set out in **Exhibit D** of this Addendum. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

A. If Vendor intends to subcontract any portion of the work covered by this Addendum and Purchase Order, Vendor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

24. Preservation of Contracting Information.

1. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Addendum and Vendor agrees that this Addendum can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Addendum, then for the duration of this Addendum (including the initial term, any renewal terms, and any extensions), Vendor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Addendum as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, City ordinance or City policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Vendor shall provide any Contracting Information related to this Addendum that is in the custody or possession of Vendor. Upon the expiration or termination of this Addendum, Vendor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Addendum that is in the custody or possession of Vendor, or (b) preserve the Contracting Information related to this Addendum as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

2. If Vendor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Vendor and may terminate this Addendum. To effect

final termination, the Director must notify Vendor in writing with a copy of the notice to the City's Chief Procurement Officer. After receiving the notice, Vendor shall, unless the notice directs otherwise, immediately discontinue all services under this Addendum, and promptly cancel all orders or subcontracts chargeable to this Addendum.

25. Davis-Bacon Act – Applicable to Contracts/Purchase Orders for construction work in excess of $2,000.00.

a. All transactions regarding this Addendum/Purchase Order shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
b. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
c. Additionally, Contractor is required to pay wages not less than once a week.

26. Copeland "Anti-Kickback" Act – Applicable to Contracts/Purchase Orders for construction work in excess of $2,000.0 and when the Davis-Bacon Act also applies.

a. Contractor. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145 and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference to this Addendum/Purchase Order.

b. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the GLO or HUD may by appropriate instructions required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of this Addendum/Purchase Order, and for debarment as a contractor and subcontractor as provided in 29 U.S.C. § 5.12.

27. Changes. The Chief Procurement Officer may modify the scope of services or quantity and type of goods by giving written notification to Vendor, subject to the funds allocated by the City to this Addendum and Purchase Order. The notice takes effect immediately upon receipt by Vendor.

28. HUD Requirements. To the extent applicable, Vendor shall also comply with the Community Development Block Grant and CDBG-DR requirements set out in **Exhibits C, D & E** to this Addendum.

SIGNATURES

The Parties have executed this Addendum in multiple copies, each of which is an original. Each person signing this Addendum represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Addendum. Each Party represents and warrants to the other that the execution and delivery of this Addendum and the performance of such Party's obligations hereunder have been duly authorized and that the Addendum is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Addendum electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

VENDOR: Outreach Strategists

DocuSigned by:
By: Mustafa Tameez
Name: Mustafa Tameez
Title: Founder & CEO
Federal Tax ID Number: 52-2404069

Date Signed: 7/14/2021

CITY OF HOUSTON, TEXAS

Signed by:

DocuSigned by:
Tom McCasland 7/20/2021
Name: Tom McCasland
Title: Director, Housing and Community Development

DocuSigned by:
Jerry Adams 7/21/2021
Name: Jerry Adams
Title: Chief Procurement Officer

Exhibit A
Scope of Work and Budget

Scope of Work for Houston Best Practices: Framing and Communicating About Affordable Homes

The City of Houston seeks a consultant to conduct a research study with recommendations regarding the framing, messaging, and communication about affordable housing in Houston to clearly demonstrate need and create a strong and active group of supporters while decreasing opposition. Like many cities across the United States, Houston is facing a continued loss of affordable housing stock, a problem that was compounded after Hurricane Harvey damaged a significant portion of affordable homes in Houston, leading to even greater need.

In response to this need over the next several years, the City of Houston is investing almost $1 billion to build, repair, and support homes for low- and moderate-income residents. Public and community support is critical to the success of any effort to create and preserve affordable homes. Research suggests that affordable home initiatives should be tailored to appeal to the personal experience and values of the people in the local community.

The consultant will conduct research about and make recommendations for best practices to communicate about affordable housing with Houstonians. At a minimum, the research study should include:

- A literature review (national scope) and summary of key findings from research studies related to affordable housing communications. This includes
  - Public opinion research that adds to the understanding of how respondents feel about affordable housing and the people who live in it
  - Language and messaging research that describes how respondents react to specific terms and ideas
  - Inclusion of applicable studies with geographies similar to Houston that have been impacted by disasters and used recovery funds to address affordable housing needs
- Houston area case studies, preferably in the city limits, showing a variety of communication techniques and community reaction to affordable home developments. The case studies should include both rental and homeownership, as well as, both repair and new construction. Consultants should conduct interviews with key stakeholders to inform the case studies.
- Recommendations related to Houston specific desired outcomes should include
  - A tactical messaging guide for the City, non-profit advocates, and residents or other proponents of affordable housing to use when communicating with the community with specific language and framing suggestions. The guide should have different techniques and substantiated recommendations for different neighborhood types or groups of residents.
  - A communications strategy for the City for various types of developments, including City funded, City supported, and partner developments. The strategy should include action steps, like (1) public campaigns and (2) specific informational resources. Strategies should be aligned to development types.

Creating and utilizing primary data from Houston or the Houston area is preferred to inform the study. Consultants should meet with City staff as work begins and periodically through the development of the

study. Consultants should work with staff to finalize the selection of case studies to capture a representation of Houstonian's attitudes.

Timetable:
Vendor shall complete all services within three months from the issuance of the attached Purchase Order.

This budget has been revised to only include line items that are eligible for reimbursement according to the CDBG regulations (24 CFR Part 570) and the federal grant requirements (2 CFR Part 200). For a full list of eligible and ineligible items, please refer to the regulations mentioned above.

THE CITY WILL NOT MAKE ANY REIMBURSEMENTS FOR ANY AND ALL INELIGIBLE ITEMS.

Item	Details of Deliverable	Cost
Literature Review	Utilizing public and subscription-level access to news reports, academic journals, government reports, legal studies, and non-profit and private reports, Outreach Strategists will assign two staffers to collect, analyze and summarize the documentary record. The scope of the literature review is significant, and will extend well into the project. The first phase is rapid —compiling research and reporting from a range of sources—to inform the design of the interview guides for the individual and group interviews. The preliminary focus is on identifying established challenges and tested solutions to identify their potential applicability to the current landscape in Houston. The ongoing review will continue to collect and classify literature from across the country – including, but not limited to academic papers and publications, organizational releases, governmental studies from federal, state, and local housing agencies, media coverage, advocates, and industry groups.	$ 8,500.00
Informant Interviews and Case Studies	Outreach Strategists will convene six formal focus groups representative of the city's diversity and geography, and multiple informal groups conducted in concert with partner advocates to inquire and evaluate the public's opinions on affordable housing. For an affordable housing program this will include individual interviews with stakeholders, advocates, and providers to identify the scope and scale of the opportunities and challenges presented by the current landscape. These interviews would be conducted in-person when possible, through physically-distanced meetings.	$ 30,000.00

	An interview guide and a list of potential interview informants will be presented to City staff for approval. The interviews will start with City staff, but would likely include, but not be limited to housing and homeless advocates, academic experts and researchers, domestic violence support networks and organizations, immigration activists, non-elected civic leaders, landlord associations, tenant advocates, developers, etc. Further, in coordination with City staff, interviews can be conducted with other key agency leaders; for example, public safety agencies, the Planning and Development Department, and school districts. These conversations can help leverage further complementary insights. Lastly, an attempt to interview representatives from other cities which have navigated similar terrain would be helpful in evaluating existing best practices and lessons learned from their experiences. These interviews would be conducted remotely, without incurring additional expense. After these individual interviews, there would be a series of focus groups – involving physically distanced groups of 8-10 people representing the diversity and geography of Houston. Some groups would be conducted formally, in structured in-person, research settings, while others could be conducted informally, with members of civic groups, advocacy organizations, and tenant groups. The composition, discussion guides, and locations of these research groups would be coordinated with and approved by City staff. The focus groups – conducted in multiple languages – will explore how Houstonians acquire information and make decisions, their reactions to affordable housing concepts, evaluate their lived realities, and proffer specific messaging of interaction and intervention to evaluate salience and effect.	
Messaging Guide and Communications Strategy	Based on the research findings, the public engagement and creative services teams at Outreach Strategists will design and develop messaging guides and communications strategies needed to effectively reach and persuade Houstonians. Outreach Strategists will develop a series of recommendations around language, images, delivery channels, message, and messengers for each audience the City needs to engage in building consensus, awareness, and action for affordable housing. Each recommended element can be provided in the languages and formats preferred by the City and its partners.	$ 10,000.00

Total not-to-exceed amount		**$ 48,500.00**

EXHIBIT B
TERMS AND CONDITIONS

Terms and Conditions available at http://purchasing.houstontx.gov/PO_terms_conditions.html.

The term "contractor", "sub-contractor", "vendor", "supplier" or "lessee" for the purpose of this document shall have the same meaning, and any reference to word "City", shall mean the City of Houston, Texas. "Purchase Order" shall mean the "Purchase Order", and "Contract" or "Agreement" shall mean the Purchase Order Addendum to which this Exhibit is attached.

Acceptance:

The "City" shall accept the item(s) on the twentieth (20th) business day after the date of receipt of the item(s) by the "City" unless prior to the twentieth (20th) day, the City of Houston Purchasing Agent or his/her designee delivers a notice to the "contractor" stating the reason(s) why the item(s) have not been accepted.

Amendment or Modification:

Except as otherwise provided in this Contract, this Contract shall be subject to change, amendment or modification only by the mutual written consent of the parties hereto.

Anti-Boycott of Israel:

Contractor certifies that contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Applicable Laws:

This Contract shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Contract shall lie exclusively in Harris County, Texas.

Captions:

The captions at the beginning of the Articles of this Contract are guides and labels to assist in locating and reading such Articles and shall not be restrictive of the subject matter of any article, section or part of this Contract.

Default:

If the "contractor" fails to provide the Official Performance Bond (if required by the Purchase Order and/or change order), or the item(s) listed on the purchase order and/or change order at the unit prices quoted, the "City", at its option, may terminate this Contract for default by delivering a written notice to the "contractor", and the "City" shall have no further obligation under this Contract. At the City's option, through a notice to the "contractor" in writing from the City of Houston Purchasing Agent, the "contractor" may be allowed to cure such default within the time specified in said notice. In the event there is a failure to deliver any item(s), the "City" may cover its loss by reasonably procuring from another source the item(s) not delivered. The "contractor" shall be responsible for and shall pay to the "City" immediately upon demand; the difference in price between that offered by the "contractor" and that which the "City" was forced to pay for covering the "contractor's" failure to deliver. Default by the "City" shall occur if the "City" fails to perform, or observe the terms and conditions of this Contract, and the "contractor" gives notice in writing to the "City" within thirty (30) days of the act or omission claimed by the "contractor". Upon receipt of such notice in writing from the "contractor", the "City" shall have thirty (30) days to cure such default.

Delivery:

The "contractor" shall:

- Deliver the item(s) specified on the purchase order and/or change order to the designated "FOB Point", within the time specified by the "City". Timely delivery is of the essence to this Contract.
- Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- Provide, at no additional charge, any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- Be liable for all risks for the item(s) until accepted by the "City". The "contractor" is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the "City" will sign the "contractor's" delivery ticket to acknowledge receipt of the item(s) by the "City". Unless the "contractor" receives such signature, the "City" shall not be responsible for the receipt of the item(s). The "City" retains the right to inspect the delivered item(s) prior to acceptance and shall not accept item(s) that do not conform to the requirements of this Contract.

In the event the item(s) on the face of the purchase order and/or the change order are services rather than goods, such services shall be performed in accordance with the specifications, or scope of work, and the "City" reserves the right to require the "contractor" to provide service(s) in conformance with such description prior to accrual of the City's obligation for payment.

Equal Opportunity Ordinance:

The "contractor" is and represents to be an equal opportunity employer and agrees to abide by the terms of the "City" of Houston Equal Opportunity Ordinance as follows:

- The "contractor", "sub-contractor", "vendor", supplier, or "lessee" will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not limited to: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the "City" setting forth the provisions of this Equal Employment Opportunity Clause.
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers representative of the "contractor's" and "sub-contractor's" commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and applicable orders of the Department of Labor or other Federal Agency responsible for enforcement of applicable equal opportunity and affirmative action provisions and will likewise furnish all information and reports required by the Mayor and/or "contractor" Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- The "contractor" shall tile and shall cause each of his "sub-contractor's", if any, to file compliance reports with the "City" in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the "contractor" and each "sub-contractor".
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Department of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate "City" and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the "contractor", "sub-contractor", "vendor", "supplier", or "lessee".

- In the event of the "contractor's", "sub-contractor's", "vendor's", "supplier's", or "lessee's" noncompliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the "contractor", "sub-contractor", "vendor", "supplier", or "lessee" may be declared ineligible for further "City" contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
- The "contractor" shall include the provisions of paragraphs 1-6 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each "sub-contractor" or "vendor". The "contractor" will take such action with respect to any "sub-contractor" or purchase order as the contacting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the "contractor" becomes involved in, or is threatened with, litigation with a "sub-contractor" or "vendor" as a result of such direction by the contracting agency, the "contractor" may request the United States to enter into such litigation to protect the interests of the United States.

Firm Price:

The price(s) specified on the face of the purchase order and/or the change order is firm and may not be increased or supplemented on the "contractor's" invoice.

Force Majeure:

Timely performance by the "contractor" is essential to this Contract. However, the "contractor" will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the "contractor's" reasonable control, and that are without "contractor's" fault or negligence, subject to the following provisions: Acts of God such as storms or floods, as cell as judicial restraints, acts of law-enforcement or military authorities, fires, epidemics, war or riot are examples of events that might be excusable as being beyond the "contractor's" reasonable control: however, no time extension because of an excusable shall ever be allowed unless: (a) within seven (7) calendar days of the commencement of any excusable delay, "contractor" shall provide "City" with written notice of the cause and extent thereof as well as a request for a time extension equal to the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, "contractor" shall provide "City" with written notice of the actual delay incurred, upon receipt of which, the time for "contractor's" performance shall be extended for the time actually lost by reason of an excusable delay.

Indemnification:

"Vendor" covenants and warrants that it will protect, defend, and hold harmless the "City", its employees, officers, and legal representatives (collectively the "City") from any and all third party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines arising by reason of or in connection with "vendor's actual or alleged negligence or other actionable performance or omission of the "vendor" in connection with or during the performance of the duties under this agreement. "vendor" further covenants and agrees to protect, defend, indemnify and hold harmless the "City" from all claims, allegations, fines, and damages relating in any way to the actual or alleged joint and/or concurrent negligence of the "City" and "vendor", whether the "vendor" is immune from liability or not.

It is the expressed intention of the parties hereto, that the indemnity provided herein is an agreement by the "vendor" to indemnify and protect the "City" from the City's own negligence where said negligence is an alleged or actual cause of any alleged third-party harm.

The indemnity provision provided herein shall have no application to any claim or demand where bodily injury, death, or damage results from the sole negligence of the "City", unmixed with any fault of another party or entity, including the "vendor".

Notwithstanding, anything herein to the contrary, the liability of the "vendor" under this indemnity provision shall not exceed $600,000 per occurrence.

Independent "contractor":

In performing its obligations under this Contract, the "contractor" shall act as an independent "contractor" solely for his own account and not as an agent, representative or employee of the "City". No employee, agent, or representative of the "contractor" shall be considered an employee of the "City" nor be eligible for any benefits, rights or privileges afforded to "City" employees.

Invoices and Payment:

The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

The "contractor" shall submit an invoice to the addresses specified on the purchase order and/or change order, no later than thirty (30) days after the date of receipt of the item(s) or service(s) by the "City". At a minimum, each invoice will contain the:

1. Purchase Order number;
2. "Contractor's" name and address;
3. Description of the item(s) delivered;
4. Exact quantity of each item delivered;
5. Date of delivery to the "City";
6. Unit price for each item, if a unit price was offered by the "contractor";
7. Total amount of the charge(s) for the item(s) delivered, which amount shall not exceed the amount of the Purchase Order; and the
8. Name of the City Department that requested the item(s) or service(s).

The "City" shall pay the "contractor" either the lump sum for the item(s) or, if unit prices are specified, the unit price per item for each item multiplied by the number of units actually delivered and received and accepted by the "City". The "City" shall never be obligated to pay a sum greater than the segregate price offered for the item(s). The unit price shall control in the event of a conflict. Payment is due thirty (30) days after the "City" has approved the invoice or after the "City" has accepted the goods, whichever occurs later.

Rejection:

In the event the "City" rejects any item(s), the "contractor" shall have ten (10) days after receipt of notice of such rejection to replace any item(s) with replacements which conform to this Contract, at no additional cost to the "City".

"Sub-contractors" and Suppliers:

If the "contractor" receives payment from the "City" for work performed by any "sub-contractor(s)", or for materials provided by any "supplier(s)", and the "contractor" withholds or has withheld payment to the "sub-contractor(s)" or "supplier(s)" on account of a deficiency in the quality or quantity of that "sub-contractor's" or "supplier's" work or materials, the "City" may withhold the amount associated with such work or materials from any pending or future payments to the "contractor" until the next regular payment to the "contractor" occurring after the "City" receives reasonable documentation that the deficiency has been remedied.

Successors and Assigns:

This Contract shall bind and benefit the respective parties end their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. This provision is not intended to limit the "contractor's" ability to assign receivables under this Contract, but only applies to performance of the Contract. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of the "City".

Tax Exempt Status:

The "City" is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the "City" of Houston Bid Form or specifications specifically indicates otherwise, the price bid must be net exclusive of above-mentioned taxes. A "vendor" desiring refunds of, or exemptions from taxes paid on the item(s) accepted by the "City", must submit the proper forms, and the City of Houston Purchasing Agent, if satisfied as to the facts, and will issue the necessary certificate.

Warranties - Guarantees:

The "contractor" warrants that each item delivered will (1) be new (unless otherwise specified on the face of the Purchase Order, change order or specifications), free from liens and defects in design, materials, workmanship and defects in title (including any defect in the "contractor's" right to sell a patented or copyrighted product or to use a patented process), (2) conform in all respects to the terms of the Purchase Order, change order or specifications, and (3) be of the best quality, if no specific quality is established in the specification(s). If within one (1) year from the date of acceptance by the "City", it appears that an item, or any commercial unit thereof, does not conform to these warranties, and the City of Houston Purchasing Agent notifies the "contractor" within a reasonable amount of time after discovery, the "contractor" shall correct such nonconformity to the satisfaction of the City of Houston Purchasing Agent at the "contractor's" expense.

Should this occur, the "City" may revoke acceptance, and purchase substitute item's correcting the nonconformity. The cost of the substitute item(s) correcting any nonconforming item(s) shall be borne by the "contractor".

Additionally, the "contractor" shall transfer to the "City" any manufacturer's warranty that it has for the item(s).

Insurance:

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract/Purchase Order. All policies must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and 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. Contractor shall maintain the following insurance coverage's in the following amounts:

- Commercial General Liability insurance including Contractual Liability insurance:
  $500,000 per occurrence; $1,000,000 aggregate
- Workers' Compensation including Broad Form All States endorsement:
  Statutory amount
- Automobile Liability insurance:
  $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
- Employer's Liability:
  Bodily injury by accident $100,000 (each accident)
  Bodily injury by disease $100,000 (policy limit)
  Bodily injury by disease $100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his/her or sole discretion, may:

- Immediately suspend Contractor from any further performance under this Contract/Purchase Order and begin procedures to terminate for default.
- 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 **forms.shtml**. The Director will consider all other forms on a case-by-case basis.
- **NOTE: INSURANCE IS NOT REQUIRED IF ITEM IS DROP-SHIPPED BY MANUFACTURER OR IS DELIVERED BY COMMON CARRIER.**

Termination of Agreement:

By the City for Convenience:

- The City Purchasing Agent may terminate this Contract/Purchase Order at any time upon 30-calendar days' notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Contract/Purchase Order and shall proceed to cancel promptly all existing orders and Contract/Purchase Orders insofar as such orders and Contract/Purchase Orders are chargeable to this Contract/Purchase Order. As soon as practicable after the receipt of notice of termination, the Contractor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this

Contract/Purchase Order to date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed or items delivered under this Contract/Purchase Order and not previously paid.

By the City for Default by the Contractor:

- In the event that the materials and/or services furnished by the Contractor do not conform to the standard set forth herein, or if the deliveries and servicing of this Contract/Purchase Order do not conform to the requirements detailed herein, the City through a written notice from the City Purchasing Agent to the Contractor describing such default may as its options:
- Terminate the Contract/Purchase Order for default and the City shall have no further obligation under the Contract/Purchase Order.
- Allow the Contractor to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the Contractor cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the propose date of termination, then the City may terminate its performance under this Contract/Purchase Order as of such date and have no further obligation under the Contract/Purchase Order.
- In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. The Contractor shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Contractor and that which the City was forced to pay for covering the Contractor's failure to deliver or perform services.

By the Contractor for Default by the City:

- Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Contract/Purchase Order required to be performed or observed by the City, and the Contractor gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Contractor to constitute default on the part of the City.
- Upon receipt of such notice in writing from the Contractor, however, the City shall have 30 calendar days to cure such default. The Contractor, at its sole option, may extend the proposed date of termination to a later date.
- If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the propose date of termination, then the Contractor may terminate its performance under this Contract/Purchase Order.

Request For Quotation Terms & Conditions:

- All prices quoted shall be made on the form(s) provided by the City of Houston. The use of other forms will not be considered unless you specifically indicate otherwise.

- By submitting a response to the City of Houston, you certify that all items to be furnished to the City of Houston, will not infringe any valid patent or trademark, and if you receive a purchase or contract from the City of Houston, you will (at your own expense) defend any and all actions of suits charging such infringement and save the City of Houston harmless in case of any such infringement.
- When a brand or trade name appears in any specification(s) provided by the City of Houston, it is understood that the brand or trade name referred to, or its approved equal shall be furnished. If, however, you propose similar but not identical items, you must furnish full particulars. If no mention is made of any exception(s), it is assumed that you are offering the item(s) specified and not an approved equal and will be required to furnish and deliver the exact item(s) specified.
- You are required to submit with your response, descriptive literature of equipment or supplies, if the equipment or supplies is from a different manufacturer than those specified by the City of Houston. Should the description(s) furnished in the literature differ from the specification(s) specified by the City of Houston, and no mention is made to the contrary, it shall be construed to mean that you propose to furnish equipment or supplies in accordance with such description(s) and not in accordance with the City's specification(s).
- If requested by the City of Houston, samples of items shall be furnished without charge, and if not destroyed, returned upon request at your expense.
- Time of proposed delivery should be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may be cause for rejection.
- Prices should be itemized. The City of Houston reserves the right to award by item or by total bid. In case there is a discrepancy between the unit price(s) and the extension(s), the unit price(s) shall govern.
- The City of Houston reserves the right to reject any or all quotes, or any part(s) thereof.
- The City of Houston is exempt from all Federal Excise Taxes. Consequently, **DO NOT** include these taxes in your price(s) or invoice(s). Taxable items must be so designated, and the City will supply you with a Tax Exemption Certificate. If you believe that certain taxes are payable by the City of Houston, you should list the taxes directly below each item.
- All prices quotes shall be F.O.B. Destination unless otherwise stated by the City of Houston, and will be irrevocable for ninety (90) days.
- All invoices shall be submitted to the address listed on the City of Houston Purchase Order.
- If you elect not to respond to the solicitation, please sign and indicate that on the solicitation, and return it to return the Buyer along with the reason(s).
- Submission or attachment of QUOTATION FORMS containing your terms and/or conditions is not acceptable, and may result in your response being considered non-responsive.
- The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:
  - Payment Time - 10 Days: 2% Discount
  - Payment Time - 20 Days: 1% Discount
- A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

- If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

Outline Agreement Terms & Conditions:

The terms and conditions specified in the bid will apply to the outline agreement. The quantities specified on the outline agreements is an **estimate**, consequently, the City of Houston makes no representation either orally or in writing as to the quantity of items that may be purchased from the vendor.

Zero Tolerance Policy For Human Trafficking And Related Activities:

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Contract for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Contract's effective date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Contract within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

(b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000.00 or imprisonment for up to five (5) years, or both.

Mustafa Tameez Founder & CEO

Type Name & Title of Authorized Representative

DocuSigned by:
Mustafa Tameez
71108581BB1840D...

Signature of Authorized Representative

7/14/2021

Date

EXHIBIT D

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31.U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Mustafa Tameez	I04182
Name of Contractor	RFP or ITB No.
DocuSigned by: Mustafa Tameez 71198581BB1840D...	Mustafa Tameez
Signature	Printed Name
Founder & CEO	7/14/2021
Title	Date

EXHIBIT E
FEDERAL REGULATIONS
CDBG AND HOME PROGRAM REQUIREMENTS

Contractor must comply with the following HUD provisions as a condition of the City of Houston ("City") Addendum/Purchase Order. Contractor shall comply with all applicable federal law, regulations, executive orders, HUD policies, procedures and directives, including without limitation 2 C.F.R. Part 200.

All references to "Contractor" in this Exhibit shall apply to any contractor, or subcontractor performing work on behalf of the Vendor pursuant to the Purchase Order Addendum to which this Exhibit is attached. The following Federal Contract Requirements will generally apply to all Contractors. Also see 2 CFR Part 200; applicable federal program requirements at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), 24 CFR Part 574 (HOPWA), 24 CFR Part 576 (Emergency Solutions Grant); and applicable laws, rules and regulations relating to other programs administered by the U.S. Department of Housing and Urban Development ("HUD").

General Provisions

1. To the extent applicable to the Addendum/Purchase Order:
    a. Contractor shall comply with the requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin. Contractor shall also adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
    b. Contractor shall also comply with the requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally programs. Contractor must also meet the requirements of Executive Orders 11625, 12432 and 12138 relating to the use of minority and women's business in connection with federally funded programs.
    c. Contractor shall be deemed to have read and understood and, to the extent such requirements are applicable to the Contractor and the work to be performed hereunder, agrees to abide by all laws and regulations applicable to the CDBG-DR Grant including, but not limited to: Lists of Applicable Laws, Rules and Regulations attached hereto and incorporated herein as Exhibit "G"; the CDBG-DR Project Implementation Manual found at: http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html; and the State of Texas Action Plan for Disaster Recovery found at: http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas,

by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

To the extent applicable to the Addendum/Purchase Order, Contractor shall also comply with the following specific provisions, program requirements and laws.

Specific Provisions

SECTION 1

Title VI of The Civil Rights Act of 1964

Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

CDBG: 24 CFR § 570.601 **HOME: 24 CFR § 92.350**

SECTION 2

Section 109 of The Housing and Community Development Act of 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 ("Section 109") and implementing federal regulations, **24 CFR § 570.602**, issued pursuant to Section 109. No person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. Section 109 also prohibits discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

CDBG: 24 CFR § 570.602 **HOME: 24 CFR § 92.350**

SECTION 3

Environmental Standards

Contractor understands that it does not assume the environmental responsibilities located at **24 CFR § 58.**

CDBG: 24 CFR § 570.604 **HOME: 24 CFR § 92.352**

SECTION 4

National Flood Insurance Program

A. If applicable, the Addendum/Purchase Order is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under the Addendum/Purchase Order shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under the Addendum/Purchase Order.

CDBG: 24 CFR § 570.605 **HOME: 24 CFR § 92.358**

SECTION 5

Displacement, Relocation, Acquisition

Contractor understands that projects funded hereunder are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655); and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

CDBG: 24 CFR § 570.606 **HOME: 24 CFR § 92.353**

SECTION 6

Section 3 Of The Housing And Urban Development Act Of 1968

(a) The work to be performed under the Addendum/Purchase Order is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") applies to the Addendum/Purchase Order. Under Section 3, to the greatest extent feasible, for any contract award in excess of $100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(b) Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Addendum/Purchase Order. Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

(c) Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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

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

(f) Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of the Addendum/Purchase Order.

CDBG: 24 CFR § 570.607 **HOME: 24 CFR § 92.350**

SECTION 7

Executive Order 11246, as amended by 12086

The Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR § 60.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Addendum/Purchase Order or with any of such rules, regulations or orders, the Addendum/Purchase Order may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.

G. The Contractor will include provisions similar to paragraph A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED,

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

CDBG: 24 CFR § 570.607 **HOME: 24 CFR § 92.350**

SECTION 8

Lead-Based Paint Poisoning Prevention Act

This contract may be subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the implementing regulations at 24 CFR § 35, together with the Federal Lead-Based Paint Regulation, effective September 15, 2000, implementing Title X of the Housing and Community Development Act of 1992. Specifically, this contract may be subject to the provisions for the elimination of lead-based paint hazards pursuant to said regulations, and the Contractor may be responsible for all required inspections and certifications.

CDBG: 24 CFR § 570.608 **HOME: 24 CFR § 92.355**

SECTION 9

Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients

(a) The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under provisions of 2 CFR § 180 or under the authority of the City.

(b) The Contractor shall not use CDBG funds for any contract for the construction, alteration or repair of the project funded under this agreement with any contractor or subcontractor of a foreign country, or any supplier of products of a foreign country, that is identified by the Office of the United States Trade Representative as discriminating against U.S. contractors in conducting procurement for public works projects. This restriction covers, without limitation, all architectural, engineering and construction services, and includes all products or goods, except construction equipment or vehicles used during the construction, alteration or repair which do not become part of a delivered structure, product or project.

CDBG: 24 CFR § 570.608 **HOME: 24 CFR § 92.355**

SECTION 10

Uniform Administrative Requirements And Cost Principles

The Contractor shall comply with the policies, guidelines, and requirements of **2 CFR § 200**, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,", as they relate to the acceptance and use of Federal funds. **The applicable sections of 2 CFR Part 200, or modifications thereto, are set forth at 24 CFR § 570.502.**

CDBG: 24 CFR § 570.610 **HOME: 24 CFR § 92.505**

SECTION 11
Conflict Of Interest

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR § 200 respectively, shall apply. In all cases not governed by 2 CFR § 200, the following shall apply:

In all cases not governed by 2 CFR § 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to **§ 570.203, § 570.204 or § 570.455.**

(i) In accordance with **24 CFR § 570.611**, no persons described in paragraph (ii) (below) who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to CDBG assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient under which receives funds under the CDBG grant agreement with HUD.

CDBG: 24 CFR § 570.611 **HOME: 24 CFR § 92.356**

SECTION 12
Executive Order 12372

Contractor understands that implementing regulations at 24 CFR § 52 are applicable to planning or construction of water or sewer facilities only, and that such regulation does not impart any responsibility upon it, rather the regulation imposes the Executive Order Review Process upon the City when funds are proposed for activities subject to review.

CDBG: 24 CFR § 570.612 **HOME: 24 CFR § 92.359**

SECTION 13
Eligibility for Certain Resident Aliens

Contractor understands that certain newly legalized aliens, as described in 24 CFR § 49, are not eligible to apply for benefits under activities meeting the requirements of section § 570.208 (a) that either (1) have income eligibility requirements limiting the benefits exclusively to low and moderate income persons or are targeted geographically are otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of application.

Contractor further understands that this restriction applies to covered activities funded under the Housing and Community Development Act of 1974, as amended; and that "benefits" under this section means financial assistance, public services, jobs, and access to new rehabilitated housing and other facilities made available under covered activities funded by the Community Development Block Grant Program. Benefits do not include relocation services and payments to which displaces are entitled by law. Furthermore, these restrictions apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Compliance can be accomplished by obtaining certification as provided in **24 CFR § 49.20. [24 CFR § 570.613]**

SECTION 14
Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor for purposes of meeting program requirements are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior approval of the City.

SECTION 15
Court Actions

The Contractor agrees to give the City immediate notice in writing of any actions or suits filed and prompt notices of any claims made against the City, the Contractor, or any of the parties involved in the implementation and administration of the Addendum/Purchase Order.

SECTION 16
Records For Audit Purposes

Without limitation to any other provision of the Addendum/Purchase Order the Contractor shall maintain all records concerning the program or project financed under the Addendum/Purchase Order which the City reasonably requires for **four years** from the expiration date of the Addendum/Purchase Order unless a longer period is required under **24 CFR § 570.502**. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to

examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained.

SECTION 17

Compliance With Clean Air And Water Acts

The Addendum/Purchase Order is subject to the requirements of the Clean Air Act, as amended (42 U.S.C. 7400 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and the regulations of the Environmental Protection Agency, **40 CFR § 15.** In compliance with the regulations, the Contractor agrees that:

A. No facility to be utilized in the project or program is listed on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

B. The Contractor will comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) pertaining to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308, and all regulations and guidelines issued thereunder.

C. As a condition for the award of the Addendum/Purchase Order, the Contractor shall give prompt notice to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

D. The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the funds provided under the Addendum/Purchase Order be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

SECTION 18

Architectural Barriers Act and The Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is

subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplished and able to be carried out without much difficulty or expense. **24 CFR § 570.614**

SECTION 19

Audit Requirements

a. Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available to review and audit as described hereinabove at Section 16. Contractor further understands that limited scope audits can and may be required by the City for Non-Federal entities that expend less than $500,000. If the City requires such limited scope audits, same shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 - "Audits of States, Local Governments, and Non-Profits "which rescinds Circular A-128, Audits of State and Local Governments (codified at 24 CFR Part 45) and it supersedes the prior Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions, issued April 22, 1996 (codified at 24 CFR Part 44).

b. Single Audit - Contractor further understands that Non-Federal entities that expend $500,000 or more a year in Federal awards shall have a single audit conducted pursuant to A-133, except when they elect to have a program-specific audit pursuant to and as described in A-133. Prior arrangements must be made to conduct such audit. Once the Contract is executed, Contractor understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

SECTION 20

Labor Standards/Davis-Bacon Act

To the extent applicable, Contractor shall comply with the federal wage requirements for federally-assisted construction projects pursuant to the Davis-Bacon Act, as amended.
24 CFR § 570.603

SECTION 21

Executive Order 11063, as amended by Executive Order 12259

Contractor understands that HUD has been directed to take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental or other disposition or residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants or contributions agreed to be made by the Federal Government.

CDBG: 24 CFR Part 107 **HOME: 24 CFR § 92.350**

SECTION 22

Site and Neighborhood Standards

Contractor understands that pursuant to 24 CFR § 882.708 (c), all new construction projects must meet site and neighborhood standards. Limiting conditions are placed on building in areas of minority concentration and racially mixed areas.

CDBG: (NOT APPLICABLE) **HOME: 24 CFR § 92.202**

SECTION 23

Fair Housing Act

Contractor understands that "Public Law 90-284" refers to Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires the Secretary to administer the programs and activities relating to housing and urban development in a manner affirmatively to further the policies of Title VIII.

CDBG: 24 CFR § 570.601 **HOME: 24 CFR § 92.350**

EXHIBIT E

CDBG-DR REQUIREMENTS

NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to a Community Development Block Grant – Disaster Recovery ("CDBG-DR") funded project, Contractor must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Addendum/Purchase Order, and Contractor acknowledges that this list may not include all such applicable laws, rules, and regulations.

Contractor is deemed to have read and understands the requirements of each of the following, if applicable to the Addendum/Purchase Order:

GENERALLY

The Acts and Regulations specified in the Texas General Land Office ("GLO") Contract No. 19-147-001-B489, as amended from time to time;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

The Texas General Land Office Disaster Recovery Implementation Manual (available at https://recovery.texas.gov/local-government/hud-requirements-reports/implementation-manual/index.html);

The Texas General Land Office Hurricane Harvey Disaster Recovery Housing Guidelines, as amended (available at https://recovery.texas.gov/local-government/hud-requirements-reports/housing-guidelines/index.html);

City of Houston CDBG-DR program Guidelines, as amended (available at https://recovery.houstontx.gov/hud-requirements-reports/#guidelines); and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1 (available at https://recovery.texas.gov/action-plans/hurricane-harvey/index.html).

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and

"Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8.

By signing the Addendum/Purchase Order, Contractor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended; and

Department of Labor Regulations at 29 C.F.R. Parts 1, 3, 5, 6 and 7.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to U.S. Department of Housing and Urban Development ("HUD") programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS
Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5);

Suspension and Debarment (2 C.F.R. § 200.213); and

Non-procurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Chapter 522, Texas Government Code, the Texas Public Information Act, unless a valid exception exists, and Chapter 2306 of the Texas Government Code.

BROADBAND REQUIREMENTS

Any new construction or substantial rehabilitation, as defined by 24 C.F.R § 5.100, of a buildering with more than four (4) rental units must include installation of broadband infrastructure. For the purposes of this program, broadband service can either be hardwired or wireless, but it must be provided and 25 Mbps down and 3 Mbps up.

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, 24 C.F.R. § 570.606 and 49 C.F.R. Part 24 (URA), as modified by waivers at 83 Fed. Reg. 5844;

Housing and Community Development Act of 1974, as amended by 24 C.F.R. § 42 and as modified by waivers at 83 Fed. Reg. 5844;

The Protecting Tenants at Foreclosure Act of 2009; and

City of Houston Housing and Community Development Department's Residential Anti-Displacement Policy, as the same may be amended (available at https://recovery.texas.gov/files/housing-guidelines-requirements-reports/residential-anti-displacement-and-relocation-assistance-plan.pdf).

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

CONSTRUCTION AND INSPECTION

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) and regulations and guidelines promulgated thereunder, including without limitation 24 C.F.R. Part 8;

Fair Housing Act and regulations and guidelines promulgated thereunder, including without limitation 24 C.F.R. Part 100;

24 C.F.R. §§ 982-401 (Section 8 Housing Quality Standards for Existing Housing);

The requirements of 24 C.F.R. § 570.614, which applies the standards of the Architectural Barriers Act (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. §§ 155, 201, 218 and 225) to CDBG-funded activities;

Green Building Standards at 83 Fed. Reg. 5844;

Texas Architectural Barriers Act, Article 9102, Tex. Civ. Stat. Ann. (1994) and the regulations and guidelines promulgated thereunder;

Chapter 10, Subsection 60 of the Texas Administrative Code and the regulations and guidelines promulgated thereunder; and

City of Houston's Minimum Property Standards, as amended from time to time.

APPRAISAL
49 C.F.R. § 24.2(a)(3) and 49 C.F.R. § 24.103.

DocuSign Envelope ID: 7D91D40F-7990-44A2-9184-D57326A94869

PROCUREMENT REQUEST FORM

Note: The Procurement Request form is to solicit quotes through an informal (Small Purchase) bid process for purchasing transactions $100,000 or less using Federal Funds (2 CFR 200.318) and $3,000 to 49,0000 using non-Federal funds (COH AP 5-8, Executive Order 1.14).
Signature of this document is still required.
** Required Fields [must be completed]*

*Description of Purchase **	Professional Research and Planning Services	*HCDD Division **	Planning and Grants Mgmt
*Deadline Date of Request: **	04/07/2021	*Purchase Type: **	Service Under &lt
*Requester Name: **	Megan Rowe	*Created:*	04/02/2021
*Requester Phone Number: **	Microsoft Teams		

Brief Description of Scope of Work for Goods/Services:
The City of Houston seeks a consultant to conduct a research study with recommendations regarding the framing, messaging, and communication about affordable homes in Houston to clearly demonstrate need and create a strong and active group of supporters while decreasing opposition.

Funding Source(s) **DR17 Planning**

Note: Please allow a minimum of three (3) days for bid responses.

FINANCE USE ONLY		*PROCURMENT USE ONLY*	
Fund Number:	5030	*Status:*	Pending
Funding Source:	DR-Harvey	*Purchase Order No#:*	
Cost Center:	3200030002	*Name of Vendor:*	
G/L Account:	520110	*Date Processed:*	
Business Area:	3200	*Date Received:*	
Internal Order:	AA3200077-19	*Total Amount:*	50k
BFY:	FY-21	*Procurement Staff*	
Grant:	3200077-2019	*Priority:*	
Funds Reservation:		*Notify Department:*	Procurement
Funds Approval Mgr:	Mary Owens	*Notify Department:*	Finance

Justification of Need for Goods/Services
The City of Houston is required to affirmatively further fair housing. This study will assist the City's fair housing needs, and help communicate with the public about DR17 housing programs.

Procurement Notes:

Requestors Signature: *Date:*	DocuSigned by: Megan Rowe 95BD8A0E2C2247E... 4/2/2021	*Supervising Manager (Purchase under $5,000)* *Manager:* *Date:*	DocuSigned by: Mary Hz 79EF4F3D22FC493... 4/2/2021
Buyer's Signature: *Date:*	DocuSigned by: Syed Taqvi E1E994377675433... 4/16/2021	*Funds Approval Signature:* *Date:*	DocuSigned by: Mary Owens A75F0E0278E94A9... 4/20/2021
Procurement DPU Signature: *Date:*	DocuSigned by: Tywana, Rhone A3F6AADA2C604F9... 4/20/2021	*(Purchase over $5,000)* *CFO Signature* *Date:*	DocuSigned by: Temika Jones B9760A7ECODC4F8... 4/7/2021
(Purchase over $5,000) *Assistant or Deputy Director: Date*	DocuSigned by: [signature] E680D51FA715420... 4/6/2021	*Director Signature (Only Consultant Services)* *Director or Designee:* *Date:*	DocuSigned by: Keith W. Byram 69AB087638E8490... 4/7/2021

Attachments Click here to attach a file

City of Houston
Finance-Strategic Procurement Division

Professional Services Justification

General Information	Date: 6/14/21
Department: HCDD	Phone No. 832.394.6330
Contact Name: Megan Rowe	Email megan.rowe@houstontx.gov

Vendor Information	Requisition No.
Name: Outreach Strategists	Purchase Order No.
Address: 2727 Allen Pkwy, #1300; Houston, TX 77019	Contract No.

Description. Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered. Please also identify the **annual** cost of this good or service.

This informal procurement requested was for services to provide the City a research study with recommendations regarding the framing, messaging, and communication about affordable housing in Houston. Deliverables include a literature review, case studies and communications strategy and tactical messaging guide. The annual cost of this service is $48,500 and is expected to be delivered in less than one year.

Explanation: Why is this product or service the only one that would satisfy the requirement(s)?

Of all bids received, Outreach Strategists best addressed the scope of work, presented a clear plan with demonstrated capacity for meeting all goals, and provided the most value for the proposed budget, including interviews with a variety of targeted audiences and focus groups with diverse groups of residents.

Due Diligence. Describe the due diligence performed that led to the conclusion that this service provider offers the best value to the city.

All bids were reviewed using a standardized checklist and rubric by a committee which reached unanimous consent that this was the most qualified proposal and that the proposed budget was comparable to other appropriate bids.

Department Recommendation	
Requestor: DocuSigned by: Megan 71D4E7D7F1984E6...	Date: 6/15/2021
Department Director: DocuSigned by: Tom McCasland BB4243B4670F4BF...	Date: 6/15/2021

Chief Procurement Officer's Approval	
Signature: DocuSigned by: Jerry Adams 0DD350139A6F4C8...	Date: 6/22/2021

Download Follow

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
  - Reps and Certs
- Exclusions
- Responsibility / Qualification

OUTREACH STRATEGISTS, LLC

DUNS Unique Entity ID
794516802

SAM Unique Entity ID
NMG1QSLGGSD8

CAGE/NCAGE
4PWU3

Physical Address
2727 Allen PKWY, STE 1300
Houston, Texas
77019-2163, United States

Expiration Date
Sep 15, 2021

Registration Status
Active

Purpose of Registration
All Awards

Mailing Address
2727 Allen PKWY
Suite 1300
Houston, Texas
77019, United States

*The DUNS number is currently the official Unique Entity ID