



**CITY OF HOUSTON HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT NOTICE OF REQUEST
FOR PROPOSAL (RFP) SOLICITATION
NO.: T24060**

***"PARTNERING TO
BETTER SERVE
HOUSTON"***

**SOLICITATION
DUE DATE:**

August 13, 2015

**SUBMITTAL
LOCATION:**

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

DESCRIPTION: Development and Renovation Program for Housing and Community Development

PRE-PROPOSAL CONFERENCE:	Date	Time	Location
	Monday, July 27, 2015	10:00 A.M.	601 Sawyer, Houston, TX 1st Floor Conference Room

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Derrick McClendon


Neal Rackleff

Name

Housing & Community Development
Director/or his designee

Derrick.McClendon@houstontx.gov

E-Mail Address



Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO.: T24060

1.0 SUBMITTAL PROCEDURES:

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

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

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated in Section VI of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal must be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the budgets contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to Housing and Community Development, Procurement Division, Derrick McClendon, telephone: 832-394.6204, or e-mail (preferred method to): Derrick.McClendon@houstontx.gov, no later than Wednesday, June, 17, 2015 at 2:00 p.m. CST. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

SPECIAL INSTRUCTIONS TO OFFEROR(S)

SOLICITATION NO.: T24060

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.
- 9.2 A protest shall include the following:
- 9.2.1 The name, address, e-mail, and telephone number of the protester;
- 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

SPECIAL INSTRUCTIONS TO OFFEROR(S)

SOLICITATION NO.: T24060

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

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

10.0 NO CONTACT PERIOD:

10.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or delivery information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO.: T24059

- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent permitted by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **December 1, 2015**, for a term of five (5) year.
- 11.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 12.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO.: T24060

- 14.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 15.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 16.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 17.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 18.0 The City reserves the right to request clarity of any Proposal after it has been received.
- 19.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 20.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 21.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 22.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 23.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: T24060

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

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

1.2 INDEMNIFICATION

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

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

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

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

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

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

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: T24060

2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:
- 2.1.1 a description of the indemnification event in reasonable detail,
 - 2.1.2 the basis on which indemnification may be due, and
 - 2.1.3 the anticipated amount of the indemnified loss.
- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 2.3 Defense of Claims.
- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

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

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: T24060

3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
- 3.2.1.1 \$500,000 per occurrence
- 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
- 3.2.2.1 Amount shall be statutory amount
- 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
- \$1,000,000 Combined Single Limit per occurrence
- Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
- 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
- 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
- 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.2.5 Professional Liability
- 3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: T24060

- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Chief Procurement Officer if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: T24060

- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

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

5.0 INSPECTIONS AND AUDITS:

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

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: T24060

6.0 INTERPRETING SPECIFICATIONS:

- 6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

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

8.0 COMPETENCY OF PROPOSER:

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

9.0 DISQUALIFICATION:

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

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

1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15; Article V of the City of Houston Code of Ordinances, Contractor shall make good faith efforts to award subcontractors or Supply Agreements a percentage of the value of this Agreement to MWBEs. Please see MWSBE goals as they apply to this RFP noted on pages 51 and 52 of this RFP.

Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO.: T24060

2.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

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

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

3.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

4.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

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

5.0 PROJECT ADMINISTRATION:

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

6.0 PROCUREMENT TIMELINE/SCHEDULE:

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	July 13, 2015
Pre-Proposal Conference	July 27, 2015
Questions from Proposers Due to City	July 31, 2015
Proposals Due from Offeror(s)	August 13, 2015
Notification of Intent to Award (Estimated)	September 11, 2015
Council Agenda Date (Estimated)	November 11, 2015
Contract Start Date (Estimated)	December 1, 2015

<p style="text-align: center;">PROPOSAL SUBMITTAL REQUIREMENTS SOLICITATION NO.: T24060</p>

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

1.0 TITLE PAGE:

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

2.0 OFFER & SUBMITTAL FORM:

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

3.0 LETTER OF TRANSMITTAL:

- 3.1 A letter of transmittal shall include the following:
- 3.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.
- 3.3 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
- 3.4 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 TECHNICAL QUALIFICATIONS:

4.1 Expertise/Experience/Reliability:

- 4.1.1 Applicants must have a documented capacity to construct, or rehabilitate, and operate housing that benefits low-income individuals. Applicants must provide a complete listing of their development team, with addresses and principals. Additionally, there must be no outstanding tax liens on any properties owned or managed by the Applicant. Furthermore, the City will perform background checks and seek references from other lenders, partners, or public agencies with which the Applicant has recently done business.
- 4.1.2 Provide a brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages.
- 4.1.3 Provide an organizational chart of proposed team or staff for this project and define their role.
- 4.1.4 Provide resumes, certifications and/or licenses of key personnel whom will be responsible for the delivery of the services/project.

<p style="text-align: center;">PROPOSAL SUBMITTAL REQUIREMENTS SOLICITATION NO.: T24060</p>

4.2 Proposed Strategy and Operational Plan:

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

4.3 Financial Statements:

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

5.0 MINORITY WOMEN DISADVANTAGE BUSINESS ENTERPRISE:

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

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

- 6.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
- 6.1.1 Expertise/Experience/Reliability Statement
 - 6.1.2 Exceptions to Terms and Condition
 - 6.1.3 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
 - 6.1.4 List of References and List of Proposed Subcontractors (Exhibit I)
 - 6.1.5 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II) – Not Applicable
 - 6.1.6 Pricing Form/Fee Schedule (Exhibit III)
 - 6.1.7 Fair Campaign Ordinance Form "A" (Exhibit V)
 - 6.1.8 Affidavit of Ownership or Control (Exhibit VI)
 - 6.1.9 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
 - 6.1.10 Anti-Collusion Statement (Exhibit VIII)
 - 6.1.11 Conflict of Interest Questionnaire (Exhibit IX)
 - 6.1.12 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)
 - 6.1.13 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

<p style="text-align: center;">EVALUATION AND SELECTION PROCESS SOLICITATION NO.: T24060</p>
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1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

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

2.1.1 Responsiveness of Proposal

2.1.1.1 Compliance with all the submission requirements of the RFP

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

2.1.2 Technical Competence

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

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

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

2.1.3 Price Proposal

2.1.3.1 Reasonableness of price proposal

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EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS
SOLICITATION NO.: T24060

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

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

Respectfully Submitted:

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

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

EXHIBIT I – REFERENCES
SOLICITATION NO.: T24060

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

2. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

3. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

4. Name: _____ Phone No.: _____

Address: _____

Contract Award Date: _____ Contract Completion Date: _____

Contract Name/Title: _____

System Description: _____

SOLICITATION NO.: T24060

SEGREGATED PART OF WORK

SUBCONTRACTOR/SUPPLIERThis image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES

SOLICITATION NO.: T24060

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EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: T24060

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

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

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**EXHIBIT II – ATTACHMENT “A”: CONTINUED SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: T24060**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

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**EXHIBIT II – ATTACHMENT “B”: OFFICE OF BUSINESS OPPORTUNITY
AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: T24060**

Notice of Intent

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

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

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

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

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

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

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

_____ Intend to
Prime Contractor M/W/SBE Subcontractor

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

Signed (Prime Contractor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

<p align="center">EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS SOLICITATION NO.: T24060</p>

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

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

1. _____ (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. _____ (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

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

EXHIBIT II – ATTACHMENT “D”: CERTIFIED M/WBE SUBCONTRACT TERMS SOLICITATION NO.: T24060
--

Report Period: _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT NO.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

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

MWBE SUB/VENDOR NAME	DATE OF BID CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.				Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7th Floor Houston, Texas 77002		

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EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE
SOLICITATION NO.: T24060

[illegible]

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE
SOLICITATION NO.: T24060

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

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:

- 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

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

J. D.

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

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.

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

<p>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE</p> <p>SOLICITATION NO.: T24060</p>

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

<p>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE</p> <p>SOLICITATION NO.: T24060</p>

Insurance & Indemnification:

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

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EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: T24060



Form Number: C-01
 Revision Date: 03/01/2014

CERTIFICATE OF INSURANCE FOR SERVICES

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

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

Producer: [Insert name of insurance company] **A**
 Street/Mailing Address: [Insert address of insurance company]
 City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone: [Office Phone Number]

Insured: [Insert name of the Contractor] **B**
 Street/Mailing Address: [Insert mailing address of Contractor]
 City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone: [Office Phone Number]

WORKERS COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of The City of Houston

Waiver of Subrogation Endorsement Number: [Enter Subrogation Endorsement Number]		Carrier Phone Number: [Office Phone Number]	
Carrier Name: [Insert insurance company name]	NAIC#: [Insert NAICS code]	City: [Insert city]	State: [Insert State] Zip: [Zip Code]
Address: [Insert address of insurance company]			
Type of Insurance	Policy Number	Effective Date	Expiration Date
Workers Compensation Insurance	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
	F	G	G
Employers' Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
			<input type="checkbox"/> W.C. Statutory Limits E.L. Each Accident \$[Enter policy amount] E.L. Disease – Each Employee \$[Enter policy amount] E.L. Disease – Policy Limit \$[Enter policy amount]

COMMERCIAL GENERAL LIABILITY INSURANCE:

Endorsed with The City of Houston as Additional Insured

Additional Insured Endorsement # [Enter Endorsement Number]		Carrier Phone Number: [Office Phone Number]	
Carrier Name: [Insert insurance company name]	NAIC#: [Insert NAICS code]	City: [Insert city]	State: [Insert State] Zip: [Zip Code]
Address: [Insert address of insurance company]			
Type of Insurance	Policy Number	Effective Date	Expiration Date
Commercial General Liability Insurance (choose one)	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
	F	G	G
___ Claims Made ___ Occurrence	J		Limits of Liability: Each Occurrence: \$[Enter policy amount] Products/Completed Operations Aggregate: \$[Enter policy amount] General Aggregate: \$[Enter policy amount]

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: T24060

Form Number: T-012
 Edition Date: 05/01/2014

AUTOMOBILE LIABILITY INSURANCE:

Endorsed with The City of Houston as Additional Insured: ☐ **I** ☐ **C**
 Additional Insured Endorsement Number: **I**
 Waiver of Subrogation Endorsement Number: **C**

Carrier Name: **D** **E** Carrier Phone Number:

NAIC: **D** **E**

Address: City: State: Zip:

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
<input type="checkbox"/> Any Auto	<input type="text"/>	<input type="text"/>	<input type="text"/>	Combined Single Limit <input type="text"/>
<input type="checkbox"/> All Owned Autos	<input type="text"/>	<input type="text"/>	<input type="text"/>	Bodily Injury / per person <input type="text"/>
<input type="checkbox"/> Hired Autos	<input type="text"/>	<input type="text"/>	<input type="text"/>	Bodily Injury / per accident <input type="text"/>
<input type="checkbox"/> Scheduled Autos	<input type="text"/>	<input type="text"/>	<input type="text"/>	Property Damage / per accident <input type="text"/>
<input type="checkbox"/> Non-owned Autos	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

OTHER INSURANCE COVERAGE: (i.e. Excess, Umbrella, etc.) ☐ **D** ☐ **E** other needed insurance: use 5d page for needed information

Carrier Name: **D** **E** Carrier Phone Number:

NAIC: **D** **E**

Address: City: State: Zip:

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Excess Liability	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pollution	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Builder's Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other <input type="checkbox"/> Other Insured	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other <input type="checkbox"/> Other Insured	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

PROJECT DESCRIPTION: **P**

AGENT CERTIFICATION
 I HEREBY CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Insurance Company: <input type="text"/>	Name of Authorized Agent: <input type="text"/>
Company Address: <input type="text"/>	Agent's Address: <input type="text"/>
City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>	City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>
Authorized Agent's Phone Number (including Area Code): <input type="text"/>	Original Signature of Authorized Agent: <input type="text"/>
Office Phone Number: <input type="text"/>	Date (Date of Signature): <input type="text"/>

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: T24060

Form AutoBot 4002
 Edition Date 03/01/2014

Additional Notes:

WORKERS COMPENSATION INSURANCE COVERAGE

	Q	

COMMERCIAL GENERAL LIABILITY INSURANCE

	Q	

AUTOMOBILE LIABILITY INSURANCE

	Q	

OTHER INSURANCE COVERAGE

	Q	

Additional Carrier Information (if multiple carriers providing insurance)

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

D	E
----------	----------

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

D	E
----------	----------

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

D	E
----------	----------

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: T24060

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

[END OF DOCUMENT]

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: T24060

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect).

All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

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

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

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

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

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: T24060

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: _____

Firm or Company Address: _____

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

[] SOLE PROPRIETORSHIP

Name _____

Proprietor

Address

[] A PARTNERSHIP

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

Name _____

Partner

Address

Name _____

Partner

Address

[] A CORPORATION

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

Name _____

Director

Address

Name _____
Director

Address

Name _____
Director

Address

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: T24060**

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

Name _____
Officer

Address

Name _____
Officer

Address

Name _____
Officer

Address

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

Name _____

Address

Name _____

Address

Name _____

Address

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

Preparer

Printed Name

Title

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

<p style="text-align: center;">EXHIBIT VI – CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE SOLICITATION NO.: T24060</p>
--

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

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

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

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

EXHIBIT VI – AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24060

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

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

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

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

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

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

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

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

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

[] OTHER (Specify type in space below)

EXHIBIT VI – AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24060

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

Contracting Entity

Name: _____
Business Address [No. /STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____
Residence Address [No. /STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____

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

Name: _____
Business Address [No. /STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____
Residence Address [No. /STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____

REQUEST FOR PROPOSALS

Public Facilities Development and Renovation Program

CITY OF HOUSTON

HOUSING AND COMMUNITY DEVELOPMENT

07/13/2015

CITY OF HOUSTON

Housing and Community Development Department

601 Sawyer, Fourth Floor

Houston, Texas 77007

(832) 394-6200

Updated July 2015

TABLE OF CONTENTS

<u>A. OVERVIEW</u>	42
<u>B. ELIGIBILITY</u>	42
<u>C. THRESHOLD REQUIREMENTS</u>	43
II. EVALUATION AND SELECTION CRITERIA OF PROPOSALS 44	
<u>A. PRIORITIES AND SELECTION CRITERIA</u>	44
<u>B. FINANCING TERMS AND GRANT LIMITS</u>	44
III. PROPOSAL RESPONSE GUIDELINES 45	
<u>A. APPLICATION FORMAT AND LOCATION FOR SUBMISSION</u>	45
<u>B. APPLICATIONS SHOULD INCLUDE</u>	45
<u>CHECKLIST FOR NON-PROFIT APPLICANTS</u>	45
IV. OTHER 47	
<u>A. GOVERNING PROVISIONS AND LIMITATIONS</u>	47
<u>B. PROPOSAL REVIEW AND SELECTION PROCEDURE</u>	48
<u>C. FUNDING CONTRACT AWARD MEETING</u>	48
<u>D. PRECONSTRUCTION, CONSTRUCTION, AND FINAL COMPLETION SERVICES</u>	48
<u>E. FURTHER INFORMATION</u>	49
V. PERTINENT FEDERAL REGULATIONS 50	
<u>A. NONDISCRIMINATION AND EQUAL OPPORTUNITY</u>	50
<u>B. APPLICABILITY OF OMB CIRCULARS</u>	51
<u>C. CONFLICTS OF INTEREST</u>	51
<u>D. ENVIRONMENTAL COMPLIANCE</u>	52
<u>E. UNIFORM RELOCATION ACT</u>	52
<u>F. SELECTION OF GENERAL CONTRACTOR</u>	52

GUIDELINES

A. OVERVIEW

The Housing and Community Development Department of the City of Houston (HCDD) oversees a number of programs intended to help low to moderate-income citizens improve and strengthen their neighborhoods. Under the Community Development Block Grant Program (CDBG), the City seeks to promote neighborhoods by strengthening the coordination of services between government and nonprofit agencies and leveraging public and private resources to maximize development and renovation efforts by City of Houston Departments and nonprofit agencies.

The Neighborhood Facilities Development and Renovation Program is funded primarily under CDBG. Additional funding sources may be used depending upon availability. Funds will be provided as performance based, forgivable loans for acquisition, renovation or construction of facilities that serve low to moderate-income populations that are located within the corporate boundaries of the City of Houston. Successful applicants may be subject to a Land Use Restriction Agreement (LURA) for any properties acquired, constructed or improved. The covenants may be filed with the County deed records for a minimum of five (5) years.

Facilities that are part of a multi-family apartment development will not be funded under this RFP.

B. ELIGIBILITY

1. Eligible Applicants

Applications should demonstrate that the proposed project meets a National Objective by meeting one of the two standards hereunder in accordance with 24 CFR 570.208:

- a) **Area Benefit Activities** - The area must be residential in nature. Services from the facility must be available to all residents in the area, 51% of which must be low to moderate-income persons. If the activity is for a specific clientele such as youth or elderly, this national objective does not qualify and thus the agency must meet the second national objective listed below.
- b) **Limited Clientele Activities** – If the facility is used to provide services to clients who are principally low and moderate-income residents of the City of Houston, the agency will be required to verify all the individual clients' income to ensure that at least 51% of the clients served by the facility are low and moderate-income citizens (80% of Houston median income adjusted for family size). This requires maintaining certain documentation mandated under 24 CFR 570.506 to comply with the regulations. Submission of data on clients who meet a presumed benefit under the federal regulations is not required.

2. Eligible Types of Projects:

- Acquisition, construction, rehabilitation, or installation of public facilities and improvements that are owned by a nonprofit organization and made available for use by the general public during all normal hours of operation. Use restrictions will continue until five (5) years after expiration of the agreement with the City.
- Facilities improved under this program must be used to provide direct eligible social service activities that benefit low and moderate-income families.
- Facilities improved under this program are subject to federal regulations at 24 CFR 570.200(b), which govern eligible and ineligible uses.
- The City will monitor the use of the facility and require periodic reporting, including an annual independent audit.

3. *Examples* of Eligible Types of Projects:

- Conversion of a warehouse to a recreation center for youth.
- Renovation of a building that houses an after-school program.
- Replacement of major mechanical systems serving a neighborhood health facility.

4. Ineligible Types of Projects:

- Proposed projects located within the 100-year flood plain will not be considered.
- Facilities that are part of a multi-family apartment development.
- Projects that consist of the purchase of equipment, fixtures, motor vehicles, furnishings or other items that are not integral structural fixtures.

C. THRESHOLD REQUIREMENTS

1. A complete Application consists of two parts: the Narrative Project Proposal and the Attachments detailed in Section IV B.
2. Except for City of Houston Departments, all Applicants must present proof of nonprofit status under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code.
3. Agencies must present as evidence of ownership a certified copy of a General or a Special Warranty Deed that has been obtained from the deed records of the county where such property is located, confirming fee simple ownership of the facility to be renovated, and a recent title search that details any encumbrances. For acquisition purposes, please provide an earnest money contract containing terms, conditions, and a recent appraisal.
4. Agencies leasing facilities must present satisfactory evidence that the subject property will be under site control for at least 15 years post-renovation.
5. A Phase I Environmental Site Assessment is required with the Application. Should further environmental assessment be warranted, the City will work with Applicant to determine project eligibility.

6. A Letter of Support from your District City Council member is recommended.

V. EVALUATION AND SELECTION CRITERIA OF PROPOSALS

A. PRIORITIES AND SELECTION CRITERIA

1. **Community Reinvestment Areas (CRA)** - Special consideration will be given to proposed projects that are in or around the Community Reinvestment Areas.
2. **Community Benefit** - A community needs assessment should be completed with an explanation of the benefits of the proposed project to the community.
3. **Project Feasibility** - The project construction budget, sources and uses of funds, scope of work, action plan, services provided, clientele served, and projected operating budget will be evaluated to determine the feasibility of the project.
4. **Management Capacity** - Management Capacity will be evaluated for maturity and depth of the organization, level of involvement by the Board of Directors, number of clients currently served and projected to be served by the facility, as explained in the Narrative Project Proposal. A negative history of the organization's managerial or service delivery performance will be taken into consideration when evaluating management capacity.
5. **Leverage** - The City wishes to leverage its funds with other sources of funds to maximize the number of neighborhood facilities available in the City. Widespread financial support of the community is a favorable indicator of the need of a project.
6. **Flood Plain Issues** - Proposed projects located within the 100-year flood plain will not be considered.

B. FINANCING TERMS AND GRANT LIMITS

1. Funding
 - a) Applicants must specify the grant amount being requested from the City of Houston under this Request for Proposals. The minimum award amount must be equal to or greater than \$100,000.
 - b) Funds will be provided as a performance-based loan. This means that they are interest free and forgivable if the agency performs as agreed under the contract between the City and the organization. If Senior financing is involved, an Intercreditor agreement will be required between the Senior lender and City whereby the Senior lender will subordinate to the Land Use Restriction Agreement (LURA) to be filed with the County deed records.
2. Limits
 - Applicant will not receive funding if it is not current with taxes due the City, has delinquent loan(s) with HCDD, or if the organization is not in good standing with the City.
3. Terms

- Acquisition and construction must be complete within 24 months. An Action Plan and Project schedule is required. The City reserves the right to cancel contracts with agencies that do not perform in a timely manner.
4. Repayment
 - A percentage of the loan will be forgiven for every year of successful program compliance.
 - Unforgiven portions of the loans are due and payable in full at property sale.
 - Unforgiven portions of the loan will be due and payable in the event of non-compliance with any regulations or in case of default that is not remedied by the borrower.
 5. Use of Funds
 - Renovation funds must be used to finance work that is agreed upon between the City and the Applicant only, as evidenced in the Contract to be developed.

VI. PROPOSAL RESPONSE GUIDELINES

A. APPLICATION FORMAT AND LOCATION FOR SUBMISSION

APPLICATIONS UNDER THIS RFP ARE DUE TO THE CITY OF HOUSTON BY **3:00 P.M. ON THURSDAY, AUGUST 13, 2015**. SINCE APPLICATIONS WILL BE REVIEWED AND POSSIBLY AWARDED AS RECEIVED, THERE IS A POSSIBILITY THAT FUNDS WILL NOT BE AVAILABLE FOR THE LATER APPLICATIONS. LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED, UNOPENED, TO THE APPLICANT AT THE APPLICANT'S EXPENSE.

FOR QUESTIONS REGARDING THIS RFP, PLEASE CONTACT DERRICK MCCLENDON VIA E-MAIL AT DERRICK.MCCLENDON@HOUSTONTX.GOV

Submit completed applications to:

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

Five hard copies (including one Original) and one electronic, PDF copy (on a CD or flash/jump drive) of the Application for funding should be submitted. Paper copies should be submitted in 3-ring binders, tabbed into sections. Tabs for each document in each Section are required. Applications must be packaged into no more than two (2) boxes, clearly labeled with the address below for delivery to the Public Facilities Division. The binder containing the Application with original documents should be easily accessible so that the City Secretary's Office may time stamp upon receipt. The electronic (PDF) version must be bookmarked by Section.

B. APPLICATIONS SHOULD INCLUDE

CHECKLIST FOR NON-PROFIT APPLICANTS

Project Info/Documents:

- ☐ Project Overview
- ☐ Scope of Work
- ☐ Purchase Contract, if applicable
- ☐ Certificate of Occupancy, if applicable
- ☐ Appraisal
- ☐ Project Site Survey
- ☐ Phase I ESA
- ☐ Environmental Forms (if needed)
- ☐ Certified Copy of General or Special **Warranty Deed** of property or copy of Lease Agreement (if any)
- ☐ Copy of **Deed Restrictions** or Land Use Restrictions that apply to the property (if any)

Financial Documents:

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

Applicant Info:

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

Documents to be provided to and executed by Applicant:

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

CHECKLIST FOR CITY DEPARTMENTS

Project Info/Documents:

- ☐ Project Overview
- ☐ Scope of Work

<input type="checkbox"/>	Purchase Contract, if applicable
<input type="checkbox"/>	Certificate of Occupancy, if applicable
<input type="checkbox"/>	Appraisal
<input type="checkbox"/>	Project Site Survey
<input type="checkbox"/>	Phase I ESA
<input type="checkbox"/>	Environmental Forms (if needed)
<input type="checkbox"/>	Certified Copy of General or Special Warranty Deed of property or copy of Lease Agreement (if any)
<input type="checkbox"/>	Copy of Deed Restrictions or Land Use Restrictions that apply to the property (if any)

Financial Documents:

<input type="checkbox"/>	Project Budget
<input type="checkbox"/>	Funds Sources and Uses
<input type="checkbox"/>	Two Year Pro Forma Operating Budget
<input type="checkbox"/>	Current year's Operating Budget

Applicant Info:

<input type="checkbox"/>	Organizational Historical Description
--------------------------	---------------------------------------

1. Certified Financial Audit for previous two-year fiscal period

VII. OTHER

A. GOVERNING PROVISIONS AND LIMITATIONS

1. This RFP does not commit the City to award a funding contract, to pay any costs incurred in the preparation of a proposal for funds or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received and the right to negotiate with qualified applicants, or cancel the proposal in part or in its entirety, if it is in the best interest of the City to do so.
2. The City reserves the right to:
 - a) Negotiate any contract awarded as a result of this RFP, to the extent that additional funding is available.
 - b) Reduce contract funding if the City does not receive adequate funding from the United States Department of Housing and Urban Development.
3. Applicants shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the City for the purpose of influencing favorable disposition toward his/her or their own proposal or any other proposal submitted hereunder.
4. News releases by applicants pertaining to any matter related to the selection process should not be made without prior written approval of the City.

5. All materials furnished by an applicant in its proposal shall become the property of the City and shall be considered public information, except for material that is excluded under the Texas Open Records Act. All material that an applicant considers proprietary shall be made known to the City on the proposal cover sheet.
6. Applicants will be required to assume full responsibility for all services, including that of any subcontractors.
7. The City reserves the right to make or request revisions to this RFP.
8. The City's obligation hereunder is contingent upon the availability of appropriated funds from HUD. The City will have no obligation for payment of any money unless, and until, HUD makes funds available to the City for this RFP; and notice of such allocation is confirmed in writing by the City to the applicant when program requirements are met.
9. Contract awards can be rescinded if the building structure proves to be infeasible for renovation or the project cost is excessive as determined by the City.
10. Contract awards may be adjusted based on the City's review of the project prior to issuance of a Construction Contract.
11. Self-help. An applicant who receives a grant or performance-based loan shall not be allowed to perform any form of voluntary labor nor engage any third party to provide such. An applicant shall not be allowed to serve as his or her own project manager, construction contractor or construction manager.

B. PROPOSAL REVIEW and SELECTION PROCEDURE

1. Each proposal shall be reviewed for initial selection by the staff of the Housing and Community Development Department for completeness and feasibility. Applicants may be required to make oral presentations. If so, they will be given at least three business days' notice.
2. The evaluation of proposals will be based on the thoroughness, accuracy, and reasonableness of information furnished by the applicant.
3. For initial selection, the staff of the Housing and Community Development Department will evaluate and score each responsive proposal for its Program Eligibility, Project Feasibility, Scope of Work and Construction Cost Estimate (see attached Rating Sheet for further information). Staff may also conduct a project site visit of the proposed project as part of the evaluation process.
4. The City reserves the right to reject any and all proposals for any reason.

C. FUNDING CONTRACT AWARD MEETING

Following the selection of a successful proposal, an applicant will be notified to attend a funding contract award meeting. Items to be discussed at the meeting will be provided to the applicant at least three (3) business days before the meeting date.

D. PRECONSTRUCTION, CONSTRUCTION, AND FINAL COMPLETION SERVICES

1. The agency will select its own Architectural/Engineering firm for design and project management services, provided the City approves it. The fees shall be

included in the total budget for the project. Under no circumstances will the City accept a "Design/Build" construction contract from a selected agency.

2. The architectural/engineering firm selected by the agency must have professional liability insurance (to include errors and omissions coverage) with such limits to be approved by the City. The project manager, on behalf of the agency, shall provide services that include but are not limited to the following:
 - a) Develop the project programming, budget, preliminary design or work write-up, construction documents, and final cost estimate for the project on behalf of the agency.
 - b) Interpret the requirements of the Funding Contract between the City and the agency, and monitor for compliance.
 - c) Develop bid documents, and related services for bidding of the project by agency.
 - d) Receive, review, and evaluate bids with the agency so that the agency can award a construction contract to a construction contractor based on the lowest responsible bid and submit same for approval by the City.
 - e) Schedule and conduct a pre-construction conference on behalf of the agency.
 - f) Issue a Notice to Proceed to the construction contractor on behalf of the agency.
 - g) Monitor the construction to determine that work is proceeding in accordance with the construction documents.
 - h) Evaluate contractor's payment requests and certify costs to enable the processing of payments.
 - i) Certify all change orders during construction and submit them to the agency and City for approval.
 - j) Issue Certificate of Substantial Completion and recommend final acceptance of the project to the agency.
 - k) Submit closeout documents as applicable and required to finalize the project.

E. FURTHER INFORMATION

1. Any organization selected to receive CDBG funds must comply with all applicable regulations at 24 CFR Part 570. In addition, the applicant must comply with any other applicable federal, state and local laws, and regulations that may apply to this type of Request for Proposals, including Davis/Bacon wage rates.
2. **Davis-Bacon and related acts require that prevailing wage rates be paid to all construction laborers. This will mean weekly payment and submission of weekly payrolls of all contractors, and lower tier-subcontractors.**
3. Successful applicants shall use the competitive sealed bid method of procurement as described in 24 CFR Part 85 by following procurement standards in selecting a contractor to perform the construction work, and shall award the construction contract to the lowest responsible bidder.
4. An agency that is selected for funding a project is required through its project manager to submit a construction schedule and drawdown/payment schedule to the Director of the Housing and Community Development Department or his/her

designee prior to the disbursement of grant funds. The City shall make payments in accordance with this schedule.

PERTINENT FEDERAL REGULATIONS

A. NONDISCRIMINATION AND EQUAL OPPORTUNITY

1. An organization selected to receive CDBG funds must comply with the following:
 - a) The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to the prohibitions against discrimination in housing and the denial of benefits of federally funded programs because of race, color, religion, sex, or national origin.
 - b) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973.
 - c) The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
2. The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and the contracting of businesses from the metropolitan area in which the federally funded program is located.

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, and give preference in making selections for employment and contracting opportunities to low- or very-low income residents. in accordance with the City of Houston Housing and Community Development Department's Section 3 Program Policy and Procedures. Before construction may commence, the applicant must complete a Section 3 Utilization Plan and submit it to the City for its reasonable approval. The City will make available to applicant the Section 3 Utilization Plan format. The plan must include specific information including plans for hiring Section 3 eligible residents, engaging Section 3 certified businesses, a commitment to include the Utilization plan as part of all bids, and a real commitment to reach out to Section 3 residents and firms.

Goals for compliance with Section 3 include awarding, to the greatest extent feasible, 10% of construction related contracts/subcontracts and 3% of the total dollar amount of all other contracts (e.g. professional services) to Section 3 Certified companies. 30% of all new employment opportunities for individuals created as a result of a company working on a Section 3 covered project should be directed to Section 3 Certified individuals. Please note, Section 3 also applies to work related to professional services (architects, engineers, inspectors, office staff, and the like) opportunities that may arise as the result of federal funding for a project. Applicant should refer to the City's Section 3 Database for a listing

of eligible companies/individuals and consult with HCDD's Compliance and Monitoring Division to meet the Section 3 requirements for the professional services opportunities related to a project. Please see <http://www.houstontx.gov/housing/sec3.html> for more information related to Section 3.

3. The requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and small business enterprises in connection with federally funded programs.

When the City's allocation of funds to a given project is in excess of \$1 million, good faith efforts must be made to provide for MWSBE participation from subcontractors registered with the City of Houston's Office of Business Opportunity. Historically Underutilized Business certifications issued to contractors by the State are not accepted for meeting the requirement.

MWSBE Goals are as follows:

Grants up to \$1,000,000	10%
Grants between \$1,000,000-\$3,000,000	11%
Grants greater than \$3,000,000	12%

4. The requirements of Community Development Block Grant regulations at 24 Code of Federal Regulations Part 570.
5. The requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), also known as Davis/Bacon.

B. APPLICABILITY OF OMB CIRCULARS

A sub-recipient of CDBG funds must comply with the policies, guidelines, and requirements of 24 CFR 84, which now codifies OMB Circular No. A-110; A-122; and A-133 as they relate to the acceptance and use of grant amounts by nonprofit organizations.

C. CONFLICTS OF INTEREST

In addition to conflict of interest requirements in 24 CFR 84, which now codifies OMB Circular A-110, no person who is an employee, agent, consultant, officer, or an elected or appointed official of the City, state recipient or nonprofit recipient (or any designated public agency) that receives CDBG grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

D. ENVIRONMENTAL COMPLIANCE

Once an Application has been received by HCDD, internal staff must review for compliance with all federal environmental regulations as explained in 24 CFR Part 58, and approval from HUD must be granted to receive funding. During this review period, neither an Applicant nor any participant in the development process, including public or private nonprofit or for-profit entities or any of their contractors, may commit or expend any funds, including non-HUD funds, or commence substantial construction activities on the site.

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

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

E. UNIFORM RELOCATION ACT

Borrowers must comply with the Uniform Relocation Act and Real Property Acquisition Policies Act of 1970 (URA) as amended, as well as the Housing and Community Development Policy and Procedure Manual. The URA requires that the owner of the property receiving federal funding must provide notices and assistance to tenants impacted by acquisition, demolition, and/or rehabilitation/reconstruction. HCDD staff will assist Borrowers in complying with the URA. Please provide the following documentation for all Acquisition, Demolition and Rehabilitation developments:

- Detailed Relocation Plan with fully executed Assurance Letter
- Detailed Budget for Relocation
- Notice to Real Property or Deed

Templates and the HCDD relocation policy may be found on the City website at: www.houstontx.gov/housing/multicompliance.html. - or in Handbook 1378 at the following web site: <http://www.hud.gov/offices/pih/centers/sac/update1378.cfm>

F. SELECTION OF GENERAL CONTRACTOR

Applicants must comply with all applicable federal, state and city procurement statutes, regulations and ordinances. The City of Houston is charged with making efforts to determine that Project costs are reasonable.

Bidding Process - The Borrower must go through an open bidding process for selection of the General Contractor. The City has determined that by going through a bidding

process in which at least three (3) responsive bidders submitted a bid, that the winning bid is presumed to be reasonable in the market due to the competitive nature of the bidding process. Recipient must secure approval from the Compliance and Monitoring Division to ensure that the proposed contractor is cleared and eligible to perform work on project funded by federal grants. Therefore, Recipient must submit the form (Request for Contractor Clearance) to Compliance and Monitoring Division and obtain approval for the proposed contractor prior to execution of a contract agreement.

G. COST OVERRUNS AND COMPLETION GUARANTEE

Borrowers must demonstrate the ability to fund cost overruns proving financial capacity, funding of a dedicated account or a letter of credit.

H. CONSTRUCTION DRAWS AND INSPECTIONS

During construction, Borrower will allow a third party firm retained by the City to make site visits and review all necessary documentation that the third party firm feels is necessary in confirming the amount of work in place pursuant to each respective draw request. Borrowers will certify that each draw request is for actual costs expended and must provide documentation to support such costs, including sub-contractor payment requests/invoices.

The City will only pay for work complete and substantiated by the third party firm. Expenditures must be allowable and reasonable in accordance with federal, state, and local rules and regulations. HCDD shall determine the reasonableness of each expenditure requested. Any change in scope during the construction process must be approved reasonably in advance by HCDD. HCDD may request Borrower to make modifications to the disbursement request and is authorized to modify the disbursement procedures set forth herein and to establish such additional requirements for payment of funds to Borrower as may be necessary or advisable for compliance with all program requirements. The General Contractor and all subcontractors must be in compliance with the requirements of Davis-Bacon and Section 3 for a draw request to be funded. HCDD will not reduce a draw request amount nor fund a partial draw if any contractor whose payment is included in a draw is found to be out of compliance with these provisions, and the total amount of the draw request will go unfunded until all contractors are in compliance.

HCDD will retain 10% of each draw for all construction costs until satisfactory completion of the Project. Retainage will be held until a final inspection is completed and approval is issued by HCDD and certificate of completion is submitted; labor standards final wage compliance report is completed; certificates of occupancy or compliance (whichever is applicable) are received from the City; the project architect provides a signed AIA G704 statement of completion; the property is free of all Liens as after the completion of construction based on the date included on the AIA G702 form submitted for the construction draw request for 100% completion of the project; and any other reasonable requirements as may be deemed necessary by HUD, or the City. The Department shall not be obligated to pay for costs incurred or performances rendered after the termination date of a Contract.

EXHIBIT A

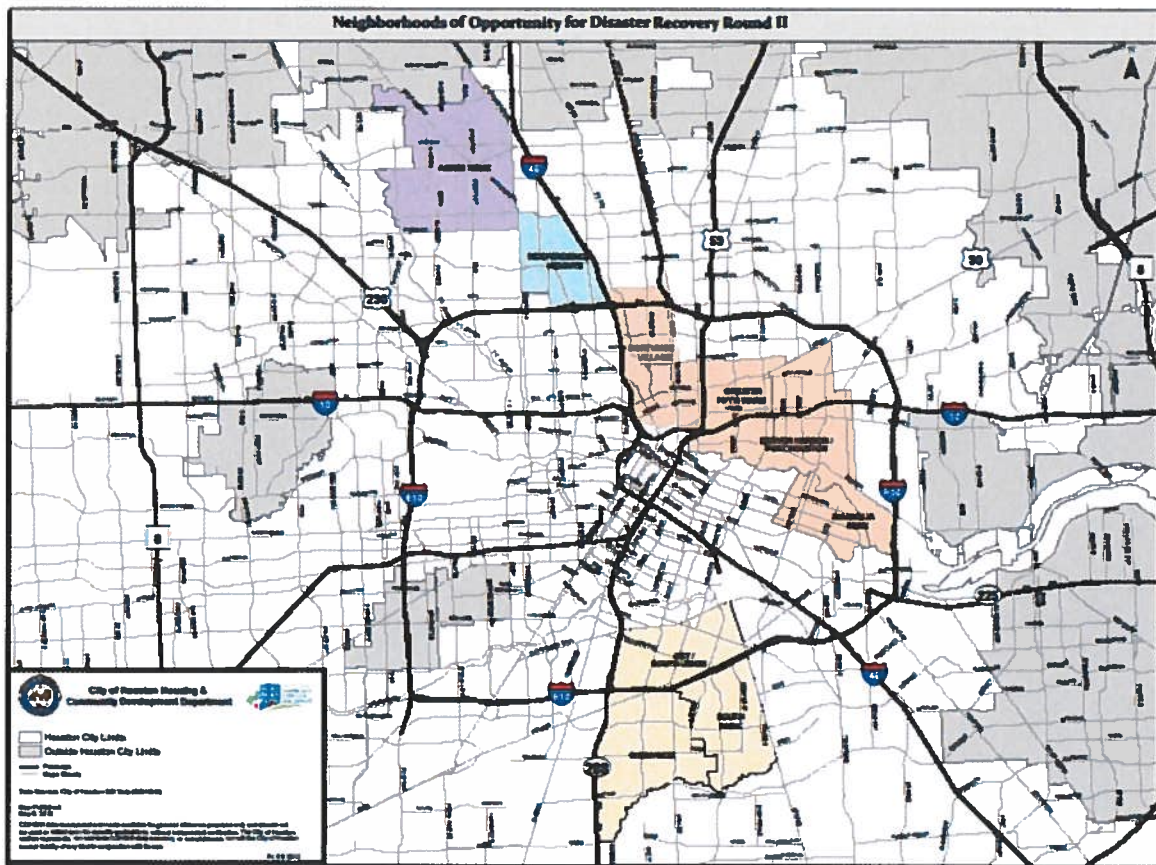


Exhibit B

City of Houston Housing and Community Development Department

Public Facilities Development and Renovation Program

Request for Proposal-Rating Sheet

Applicant_____ **Project Name**_____

Criteria	Max	Rating	Reviewer Comments
Project Needs Assessment: Proposals that provide a clear needs assessment for the proposed project and a clear project overview will be awarded the maximum of 5 points.	5		
City Policy Priorities: A maximum of 15 points will be awarded to proposals that address high priority City activities, including, but not limited to: <ul style="list-style-type: none">• Mitigating Chronic Homelessness• Serving Special Needs Populations• Providing Quality Healthcare for Low-and-Moderate Income Individuals	15		
Operations Management and Feasibility: A maximum of 15 points will be awarded to applicants that demonstrate that they have the resources and experience needed to effectively manage the operations of the proposed facility. History of past poor performance will impact scoring in this category (History of Service to the Community)	15		
Sources and Uses of Funds: A maximum of 20 points will be awarded to applicants that provide: a) a detailed and viable Sources and Uses of Funds Statement for the proposed project; and b) evidence submitted of the applicant's efforts to secure other funding for the activity (Capital Campaign, Fundraisers, Donors, Letters of Commitment, etc.)	20		

Operating Budget: A maximum of 20 points will be awarded to applicants that provide a detailed 2 year Operating Budget/Pro-Forma that clearly demonstrates the ability to effectively operate the proposed facility.	20		
Site Control: A maximum of 15 points will be awarded to applicants that can demonstrate site control (property deed, long-term lease, sales contract)	15		
Experience with Federal Funding: Applicants will be awarded a maximum of 10 points in relation to past experience administering Federal funding. Past performance should demonstrate the ability to expend funds in a timely manner in compliance with the contract and all federal requirements.	10		
Public Facilities Development Experience Applicant or Development Team's prior successful experience with development of properties similar to proposed project.	20		
Matching/Leveraging/Efficient Use of CDBG Funding: A maximum of 20 points will be awarded based on the most efficient uses of CDBG funding including matching, leveraging, or amount of funding requested.	20		
Physical Location: Points will be awarded to proposed projects that are in or around the Community Reinvestment Areas (CRAs). The maximum points will be awarded to proposed projects that will compliment other HCDD projects planned in the CRAs.	5		
Community Support: Points will be awarded to applicants that provide letter(s) of support from Community Leaders and/or City Officials. (District and At Large Council Members, Super Neighborhood Presidents, Civic Club Leaders, etc.)	5		
Timeliness of Spending Points will be awarded based on the applicant's ability to demonstrate that the project can be rapidly and successfully completed.	20		
Total	170		

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