HOUSTON/HARRIS COUNTY/FORT BEND COUNTY & PASADENA

**REQUEST FOR PROPOSAL**

**COVER SHEET**

|  |
| --- |
| **PROPOSAL FOR: Collaborative Rapid Rehousing Program (Beginning on or about October 2016 and continuing for twelve (12) months thereafter), with a possible 1 year renewal period.** |

**DUE DATE: Friday, September 30, 2016**

**Due no later than 3:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.**

**OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box.**

**RETURN PROPOSAL TO:**

**City of Houston Office of Housing and Community Development**

**601 Sawyer, Fourth Floor**

**HOUSTON, TEXAS 77007**

Total Amount of Proposal: $

Company Name:

Company Address:

City, State, Zip Code:

Taxpayer Identification Number (T.I.N.):

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you carry Health Insurance on your employees? Yes No If yes, what % of employees: \_\_\_\_%

How did you hear of this job?  Newspaper  Other

Print Name

Signature:

**Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

Revised 07/13

**HARRIS COUNTY GENERAL REQUIREMENTS FOR PROPOSALS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.  Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

**ACH VENDOR PAYMENT (Automated Clearinghouse)**

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at [www.hctx.net/auditor/](http://www.hctx.net/auditor/).

**ADDENDA**

When specifications are revised, the Harris County will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

**AWARD**

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BONDS**

If this bid requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: <https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm> prior to submitting your response. Failure to do so may result

in disqualification of your response

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

**COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor’s Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al*., as amended; or any provisions of the Texas Labor Code Ann., as amended.

**CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

**CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational.  The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor.  Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof.  The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County.  During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, ***the* proposal *must be submitted in hard copy*** according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

**E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov’t Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor’s behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

**GOVERNING LAW**

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.,* as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

**HIPAA COMPLIANCE**

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA.  Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor’s office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

**MAINTENANCE**

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

**NEW MILLENIUM COMPLIANCE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

**Potential Conflicts of Interest**

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176.  This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official’s family member, or employment of any County Official or the County Official’s family member during the preceding twelve (12) month period.  The disclosure questionnaire must be filed with the Harris County Clerk.  Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds $100,000.00, contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.”

**PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Community Services Department THREE (3) complete proposal forms in an appropriately sized envelope or box. **PACKAGE MUST BE MARKED “SEALED PROPOSAL.”** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

**PROPOSAL RETURNS**

Offerors must return all completed proposals to specified location listed on the Cover Sheet of this RFP by the date and time specified. Late proposals will not be accepted for any reason.

**PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly**.

**RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

**SCANNED OR RE-TYPED RESPONSE**

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

**TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

**Termination for Health and Safety Violations.**

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

**VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors’ taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor’s taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor’s taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 11/1

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**

**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.):

Company Name submitting Bid/Proposal:

Mailing Address:

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No.\* Property address or location\*\*

\* *This is the property account identification number assigned by the Harris County Appraisal District.*

\*\* *For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

**II.** **Harris County Debt -** Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No If yes, attach a separate page explaining the debt.

**III.** **Residence Certification -** Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that is a Resident Bidder of Texas as defined in Government

[Company Name]

Code §2252.001.

I certify that is a Nonresident Bidder as defined in Government Code [Company Name]

§2252.001 and our principal place of business is . [City and State]

Revised 11/09

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| HCD Logo Color | CITY OF HOUSTON, TEXAS **NOTICE OF REQUEST FOR PROPOSAL (RFP)**  **SOLICITATION NO.: T1016-2** | **HCDD RETAIL DIVISION**  ***“PARTNERING TO BETTER SERVE HOUSTON”*** |

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|  |  |  | | | | |
| **SOLICITATION DUE DATE/TIME:** |  | **September 30, 2016 at 3:00 P.M., CST** | | | | |
| **SUBMITTAL LOCATION:** |  | Housing and Community Development 601 Sawyer, 4th Floor  Houston, Texas 77007 | | | | |
| **DESCRIPTION:** |  | **Housing Opportunities for Persons with AIDS (HOPWA)** | | | | |
|  |  | ***Date*** |  | ***Time*** |  | ***Location*** |
| **PRE-PROPOSAL CONFERENCE:** |  | **September 21, 2016** |  | **9:30 A.M.** |  | **HCDD, 601 Sawyer, Conference Rm.**  **First Floor,**  **Houston, TX 77007** |

**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:** |  |  |
| Melody Barr |  | Tom McCasland |
| Name |  | Housing & Community Development Director |
| Melody.Barr@houstontx.gov |  | Tom.McCasland@houstontx.gov |
| E-Mail Address |  | E-Mail Address |

* 1. **INTRODUCTION:**

The Collaborative of the Cities of Houston and Pasadena and Counties of Harris and Ft. Bend is seeking a qualified agency or agencies to act as a Financial Assistance Intermediary (FAI) and or a Case Management Intermediary (CMI) to manage a Rapid Rehousing program for homeless individuals and families and distribute and manage funding and sub-vendor contracts. The Governmental Collaborative has established business rules for the Rapid Rehousing program, which applicants are encouraged to review. The Program has been in operation for 1.5 years. The structure of the Rapid Rehousing program that is currently in place will be discussed in the Pre-Proposal Conference. It is expected that successful applicants will bring leverage/matching funds to the program being proposed.

Agencies may apply for either the FAI and or CMI as a single organization or as a collaborative where the FAI agency is the lead applicant with a partner agency providing CMI services. For collaborative applications, please provide documentation (MOU, agreements, etc.) of formal partnership.

* 1. **Please note that Prime Contractor and Non-profit Agencies are used interchangeable within this document and have the same meaning.**

**2.0 SUBMITTAL PROCEDURES:**

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

Housing and Community Development Department

601 Sawyer, 4th Floor

Houston, Texas 77007

2.2 The deadline for the submittal of the Proposal to the Housing and Community Development Department is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above **will be subject for disqualification from the Proposal process**.

2.3 Respondents may elect to either mail or personally deliver their Proposals.

2.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to Housing and Community Development Department any time prior to the stated deadline.

**3.0 PROPOSAL FORMAT:**

3.1 The Proposal must be electronically generated, and the printed original signed in ink. They should be submitted in binders and tabbed out accordingly. Legibility, clarity, and completeness are important and essential.

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

4.0 **PRE-PROPOSAL CONFERENCE:**

4.1 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.

**5.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

5.1 Requests for additional information and questions should be addressed to Housing and Community Development, Procurement Division, Steven Rawlinson, telephone: 832.394.6228, fax: 832.395.9657, or e-mail (preferred method to): Steven.Rawlinson@houstontx.gov, no later than September 26, 2016 at 5:00 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 posted on HCDD’s website.

**6.0 LETTER(S) OF CLARIFICATION:**

6.1 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.

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

**7.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

7.1 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.

7.2 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.

**8.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

8.1 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.

8.2 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.

**9.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):**

9.1 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).

1. **PROTEST:**

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

* 1. A protest shall include the following:
     1. The name, address, e-mail, and telephone number of the protester;
     2. The signature of the protester or its representative who has the delegated authority to legally bind its company;
     3. Identification of the RFP description and the RFP or contract number;
     4. A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
     5. The desired form of relief or outcome, which the protester is seeking.

**GOVERNING PROVISIONS AND LIMITATIONS**

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 **October 2016,** for a term of one (1) year, with a one (1) year renewal option; or at the time HCDD finds reasonable and appropriate.

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 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.

13.0 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.

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

15.0 The City of Houston, with the Harris County, 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 and Harris County 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. This will be done with Harris County.

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.

**GOVERNING PROVISIONS AND LIMITATIONS (CONTINUED)**

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

HCDD reserves the right to:

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

2. Reduce the contract funding if HCDD does not receive adequate funding from HUD or any other funding source related to this RFP.

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

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

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

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

7. The Applicant must include in the proposal the names of current subcontractors, their organizational and professional qualifications, résumé, and a detailed description of the work that is currently subcontracted. Any subcontracts funded hereunder must comply with 24 CFR, Part 84 or any other federal, state, or local regulations from funding awarded.

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

1. HCDD’s obligation hereunder depends upon availability of appropriated funds from HUD. No legal liability on HCDD for payment of any money shall arise unless and until HUD makes funds available to the HCDD for this program and HCDD notifies the Applicant of such allocation, in writing.
2. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to an Applicant concerning the proposal request will be furnished to all prospective. Applicants as an amendment to the Request for Proposals if such information is necessary to Applicants in submitting offers on the Request for Proposals or if lack of such information would be prejudicial to uniformed Applicants.
3. HCDD reserves the right to request revisions. The HCDD may accept any proposal, or part thereof, whether or not negotiations subsequent to its receipt occur, unless HCDD receives a written notice to withdraw the proposal prior to award. If interested parties conduct subsequent negotiations, those shall not constitute a rejection or counteroffer on the part of the HCDD.
4. HCDD may answer questions clarifying the Request for Proposals. Accordingly, each initial proposal shall be submitted on the most favorable terms for the Applicant.

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

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

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

## 1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

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

1.2 INDEMNIFICATION

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

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

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

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

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

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

1.3 INDEMNIFICATION-SUBCONTRACTOR’S INDEMNITY

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

## 2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

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**3.0** **CONTRACTOR PERFORMANCE LANGUAGE:**

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

**4.0** **INSPECTIONS AND AUDITS:**

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

**5.0** **INTERPRETING SPECIFICATIONS:**

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

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

**6.0 CONTRACTOR DEBT:**

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

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

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

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

**2.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

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

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

**3.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

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

**4.0 PROJECT ADMINISTRATION:**

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

**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, nonprofit 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 nonprofit corporation, the full names and the business and residence addresses of all officers of the nonprofit corporation.

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

**Orig. Dept.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ File/i.d. no.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSTRUCTION:** Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name dba Assumed Name.

**STATE OF \_\_\_\_\_\_\_\_\_\_\_\_ §**

**§ AFFIDAVIT OF OWNERSHIP OR CONTROL**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***full* *name***] (hereafter “Affiant”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***state title/capacity with Contracting Entity***] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***Contracting Entity’s corporate/legal name***] (”Contracting Entity”), who being by me duly sworn on oath stated as follows:

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

**2.** Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***describe project or matter***] which is expected to be in an amount that exceeds $50,000.

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

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

**FOR PROFIT ENTITY**: **NONPROFIT ENTITY**:

[ ] SOLE PROPRIETORSHIP [ ] NONPROFIT CORPORATION

[ ] CORPORATION [ ] UNINCORPORATED ASSOCIATION

[ ] PARTNERSHIP

[ ] LIMITED PARTNERSHIP

[ ] JOINT VENTURE

[ ] LIMITED LIABILITY COMPANY

[ ] OTHER (Specify type in space below)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 nonprofit 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]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6**. ***Optional Information***

Contracting Entity and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***name of owner or nonprofit officer***] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***Contracting Entity, owner or nonprofit officer***] as follows:

Name of Debtor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax Account Nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case or File Nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney/Agent Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney/Agent Phone No. (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax Years \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Status of Appeal *[****Describe****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affiant

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

(Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**NOTE:**

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

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

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

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

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

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as an owner or officer of

**(Name) (Print/Type) (Title)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor)

**(Name of Company)**

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

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

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

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

4. Submit semi-annual Drug Policy Compliance Declarations.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Contractor Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as an owner or officer of

**(Name) (Print/Type) (Title)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor)

**(Name of Company)**

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

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

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

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

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

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

\_\_\_\_ From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the following testing has occurred.

(start date) (end date)

**Reasonable** **Post**

**Random Suspicion** **Accident** **Total**

Number of Employees Tested \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Number of Employees Positive \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Percent Employees Positive \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Contractor Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Name) (Print/Type) (Title)**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contractor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF**

**CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES**

**FOR CONTRACTORS**

**ATTACHMENT “3”**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as an owner or officer of

**(NAME) (PRINT/TYPE)**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE CONTRACTOR’S NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TITLE**

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

(1) any contract discussions or negotiations begin, or

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

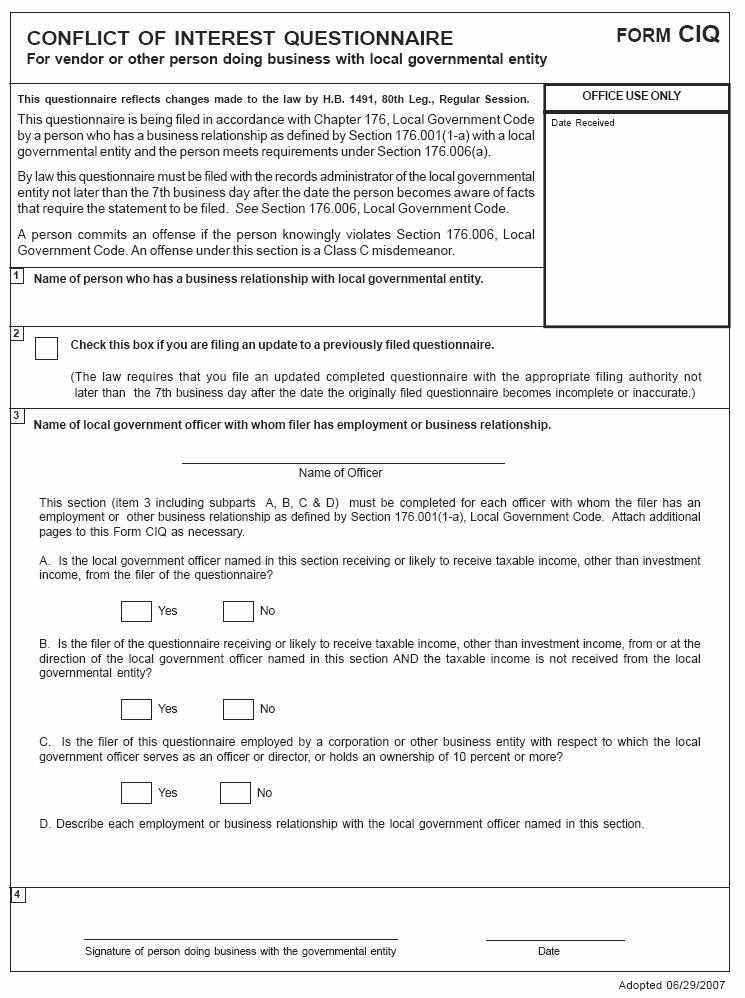
The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local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

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

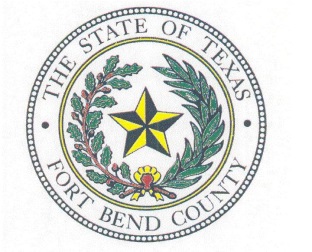
However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

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

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



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****

**FY 2016 ESGP Program Application Cover Sheet**

**Background Information**

**Submitted by (Agency):**

**Authorized Signature\*:**

**Title:**

**Contact Person\*\*:**

**Address:**

**(Area Code) Telephone**:  **(Area Code) Fax**:

**E-Mail Address**:

**ESGP Funds Requested**: **Total Project Costs**:

**Project Title**:

**Purpose of this Request for Proposals:**

The Collaborative of the Cities of Houston and Pasadena and Counties of Harris and Ft. Bend is seeking a qualified agency or agencies to act as a Financial Assistance Intermediary (FAI) and or a Case Management Intermediary (CMI) to manage a Rapid Rehousing program for homeless individuals and families and distribute and manage funding and sub-vendor contracts. The Governmental Collaborative has established business rules for the Rapid Rehousing program, which applicants are encouraged to review. The Program has been in operation for 1.5 years. The structure of the Rapid Rehousing program that is currently in place will be discussed in the Pre-Proposal Conference. It is expected that successful applicants will bring leverage/matching funds to the program being proposed.

Agencies may apply for either the FAI and or CMI as a single organization or as a collaborative where the FAI agency is the lead applicant with a partner agency providing CMI services. For collaborative applications, please provide documentation (MOU, agreements, etc.) of formal partnership.

**Procurement Timeline/Schedule:**

Listed below is the important and estimated completion dates and times for this RFP.

**EVENT DATE**

Date of RFP Issued September 15, 2016

Pre-Proposal Conference September 21, 2016

Questions from Proposers Due to City September 26, 2016

Proposals Due from Offeror(s) September 30, 2016

Notification of Intent to Award (*Estimated*) October 2016

City Council Agenda Date (Estimated) October 2016

City Contract Start Date *(Estimated*) October 2016

County Commissioners Court Approval (est) January 2017

**RAPID RE-HOUSING PROGRAM GOALS:**

1. Rapidly move individuals and families from homelessness to housing.
2. Provide temporary stabilizing services to individuals and families experiencing homelessness.
3. Provide short or medium term financial assistance to eligible families.
4. Coordinate funding across the Houston/Harris County Continuum of Care.
5. Build relationships with landlords across the Continuum.
6. Ensure households remain stably housed.
7. Adhere to Federal, State, and local regulations as they apply.

**Description of PROPOSALS:**

1. Agency or Collabortive applicants will have the capacity and experience to manage funds from multiple possible sources and provide technical assistance to case management/navigation services vendors as needed and with the support of the collaborative.
2. Agency or Collabortive applicants will have the capacity and experience to monitor, measure, and report on progress toward objectives as outlined in the continuum-wide standards and program’s draft business rules.
3. Agency or Collabortive applicants will have the capacity and experience to manage a procurement process to select vendors that have the ability to efficiently and professionally perform the required job duties as outlined in the draft business rules. Through the collaborative, case management and navigation services will be available to serve areas based on anticipated geographic need.
4. Agency or Collabortive applicants will have knowledge of local and federal homeless conditions and provider systems.
5. Agency or Collabortive applicants will have suitably sized staff to meet the objectives as outlined in the continuum-wide standards and program’s draft business rules.
6. Agency will have experience in similar or relevant projects by individuals who would be assigned to the project.

**Financial Assistance Intermediary - Request for Proposal**

A. **FAI APPLICANT INFORMATION:**

|  |  |
| --- | --- |
| Organization Name: | |
| EIN or Tax ID Number: | DUNS Number: |
| Street Address: | City, State ZIP: |
| Organization Budget: | Number of Staff: |
| CEO/Executive Director: | |
| Phone: | Email: |
| CFO/Controller: | |
| Phone: | Email: |
| Application Contact: | |
| Phone: | Email: |

**I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE ABOVE NOTED ORGANIZATION AND THAT THE INFORMATION CONTAINED IN**

**THIS APPLICATION IS TRUE AND CORRECT AND THAT IT CONTAINS NO FALSIFICATIONS, MISREPRESENTATIONS, INTENTIONAL OMISSIONS OR CONCEALMENT OF MATERIAL FACTS. I FURTHER CERTIFY THAT NO CONTRACTS HAVE BEEN AWARDED, FUNDS COMMITTED OR CONSTRUCTION BEGUN ON THE PROPOSED PROJECT AND THAT NONE WILL BE DONE PRIOR TO ISSUANCE OF A RELEASE OF FUNDS BY HARRIS COUNTY.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Signatory Printed Name

B. **FISCAL AGENT INTERMEDIARY OBJECTIVES:**

1. Administer the Houston/Pasadena/Harris County/Ft. Bend County CoC Rapid Re-housing Collaborative financial assistance funds including rental assistance and operations activities. Estimated available funds $1,000,000 from HOME, ESG and local funding sources.
2. Manage, report, and maintain funding availability to multiple subrecipients across multiple funding sources. Funding for this project may come from multiple grantees; including, but not limited to: City of Houston, Harris County, Ft. Bend County, and City of Pasadena.
3. Select and monitor vendor(s) to support financial assistance distribution.
4. Conduct and maintain regular communication with the Coordinated Access System to ensure real time availability of funding assistance and HMIS to ensure reporting and documentation.

C. **ORGANIZATIONAL INFORMATION**

Respond to all questions by attaching a word document stating the question then your responds, not to exceed 100 words for each response.

1. Provide a brief description of your organizational history and capacity to goals and objectives of this RFP.
2. Please describe your staffing plan for this project, including how you will ensure responsiveness to both coordinated access and the case management intermediary during regular business hours.
3. Describe your experience distributing and managing funds for rental assistance.
4. Describe your experience subcontracting services and monitoring for compliance with United States Department of Housing and Urban Development (HUD) or other federal or local regulations.
5. Describe your experience reporting to multiple sources on multiple outcomes.
6. Describe any experience using the Homeless Management Information System (HMIS).
7. Describe any experience of your organization serving homeless and formerly homeless individuals and working with the Houston/Harris County CoC.

D. **PROJECT INFORMATION**:

Respond to all questions by attaching a word document stating the question then your responds, not to exceed 100 words for each response.

1. Describe your data management system that will allow for the management and distribution of multiple funding sources across the Houston/Harris County CoC, including but not limited to record-keeping and reporting to funders
2. Describe how your organization will distribute multiple funding streams to provide rental assistance based on individual tenant need or location.
3. Describe your staff capacity for supporting the technology infrastructure as detailed in the business rules.
4. Describe your staff capacity or plan, including any subcontracting, to conduct rent reasonableness, inspections and communication with landlords.
5. Describe your strategy for communication with the coordinated access system and the Case Management Intermediary, as outlined in the business rules.
6. Describe how you will ensure availability of funding resources and manage the varying contribution amounts resulting from the Intent to Lease form and housing stabilization plan as outlined in the Business Rules.
7. Describe the tools, processes and forms you will create to support the distribution of funding including the Intent to Lease Form Template, Rental Assistance Template, Inspection form as outlined in the business rules.
8. Describe any partnerships, existing or planned, that you will have in place to help you carry out the FAI requirements
9. Complete attached budget form. While not required, it is expected that successful applicants will bring leverage/matching funds to the program being proposed. Please provide letters of funding support for any leverage/matching funds.
10. If also providing Case Management Intermediary services or partnering with a Case Management Intermediary provider, please explain staffing or partnership and if MOU or agreements exist between agencies.

E. **ATTACHMENTS:**

Please attach the following documents to this proposal

1. 501 c 3 documentation
2. Organizational chart
3. Program staffing chart
4. Resumes of key personnel
5. Evidence of 90-day working capital
6. Budget and Letters of funding support
7. Most recent audit
8. Most recently tax form 990
9. Letters of support
10. Affidavit of Ownership.doc
11. Fair Campaign Ordinance.doc

**Case Management Intermediary - Request for Proposal**

A. **CMI APPLICANT INFORMATION:**

|  |  |
| --- | --- |
| Organization Name: | |
| EIN or Tax ID Number: | Street Address: |
| City, State ZIP: | Year Established: |
| Organization Budget: | Number of Staff: |
| CEO/Executive Director: | |
| Phone: | Email: |
| CFO/Controller: | |
| Phone: | Email: |
| Application Contact: | |
| Phone: | Email: |

**THIS APPLICATION IS TRUE AND CORRECT AND THAT IT CONTAINS NO FALSIFICATIONS, MISREPRESENTATIONS, INTENTIONAL OMISSIONS OR CONCEALMENT OF MATERIAL FACTS. I FURTHER CERTIFY THAT NO CONTRACTS HAVE BEEN AWARDED, FUNDS COMMITTED OR CONSTRUCTION BEGUN ON THE PROPOSED PROJECT AND THAT NONE WILL BE DONE PRIOR TO ISSUANCE OF A RELEASE OF FUNDS BY HARRIS COUNTY.**

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Authorized Signature Authorized Signatory Printed Name

B. **CASE MANAGEMENT INTERMEDIARY OBJECTIVES:**

1. Administer the Houston/Harris County CoC Rapid Re-housing Collaborative case management funds of an estimated $225,000 for the service area which includes Harris and Fort Bend Counties.
2. Select, through a procurement process, and monitor multiple eligible Rapid Rehousing case management/navigation service vendor(s) to carry out the rapid re-housing program services as outlined in the continuum-wide standards and program’s draft business rules.
3. Report, monitor and provide technical assistance as necessary to assure progress toward CoC wide objectives.
4. The agency will provide these administration services for intermediary responsibilities.
5. Funding for this project may come from multiple grantees; including, but not limited to: City of Houston, Harris County, Ft. Bend County, and City of Pasadena. Funding streams for this project may come from multiple funds; including, but not limited to: Texas Department of Housing and Community Development – Homeless Housing Services Program, Emergency Solutions Grant funds (from State, County, and City), Community Development Block Grant (from State, County, and City) and Tax Increment Revenue Funds. Each funding stream carries different regulations, rules, and responsibilities. It is imperative that each applicant of funds, understand that they are responsible for complying with all federal, state, and local rules

C. **Organization information**

Respond to all questions by attaching a word document stating the question then your responds, not to exceed 100 words for each response.

1. Provide a brief description of your organizational history and capacity to fulfill the qualifications described above, (date business started, current total number of employees, any special accommodations/services that could be provided, etc.).
2. Provide a brief description of any organizational and or staff experience with delivering Rapid Rehousing services.
3. Provide a detailed description of your staffing plan to fulfill the obligations listed above, (resumes, organizational chart, etc.).
4. Provide a description of organizational experience as an intermediary.
5. Describe your experience soliciting and managing a Request for Proposals process and/or procurement of vendors for services.
6. Describe you experience monitoring subrecipients or subgrantees in outcomes based measures, including any experience with Department of Housing and Urban Development (HUD) programs.
7. Describe your experience evaluating programs against outcomes and any instance where you have adjusted services and/or provided technical assistance to course correct a program.
8. Describe your experience reporting to multiple sources on multiple outcomes.
9. Describe any experience using the Homeless Management Information System (HMIS) or another electronic data management system.

**D. PROJECT INFORMATION**

Respond to all questions by attaching a word document stating the question then your responds, not to exceed 100 words for each response.

1. Describe your strategy for communication with the coordinated access system and the Financial Assistance Intermediary, as outlined in the working draft of the business rules.
2. Describe how you will ensure subcontractors focus on continuum-wide outcomes and how you will support vendor agencies with technical assistance needs.
3. Description monitoring plan to evaluate sub-vendor performance, including timing and type monitoring (desk review or site visit) and reporting of all case management services (by vendor) to funders.
4. Describe record-keeping and documentation procedures, particularly for HMIS.
5. Describe any partnerships, programs or capacity, existing or planned, that you will have in place to help you carry out the CMI requirements.
6. Complete attached budget form. While not required, it is expected that successful applicants will bring leverage/matching funds to the program being proposed. Please provide letters of funding support for any leverage/matching funds.
7. If also providing Financial Assistance Intermediary services or partnering with a Financial Assistance Intermediary provider, please explain staffing or partnership and if MOU or agreements exist between agencies.

E. **ADDITIONAL ATTACHMENTS:**

Please attach the following documents to this application

1. 501(c)3 documentation
2. Organizational chart
3. Resumes of key personnel
4. Evidence of 90-day working capital
5. Budget and letters of funding support for any leverage/matching funding
6. Most recent audit
7. Most recently tax form 990
8. Letters of support or references
9. Affidavit of Ownership.doc
10. Fair Campaign Ordinance.doc