



CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: T24041

HCDD RETAIL DIVISION
"PARTNERING TO
BETTER SERVE
HOUSTON"

SOLICITATION DUE DATE/TIME:

September 4, 2012 at 3:00 P.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

Child Care Program, Juvenile Delinquency Prevention Program and Emergency Solutions Grants Program

PRE-PROPOSAL CONFERENCE:

<i>Date</i>	<i>Time</i>
August 15, 2012	10:00 A.M.

<i>Location</i>
HCDD, 601 Sawyer, Conference Rm. First Floor, Houston, TX 77002

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Derrick McClendon

Name

Housing & Community Development
Director

Derrick.McClendon@houstontx.gov

E-Mail Address

Date

1.0 INTRODUCTION:

1.1 The City of Houston, Housing and Community Development Department (HCDD) is seeking a Texas non-profit corporation ("Contractor") to administer **the City of Houston's Child Care Program and Juvenile Delinquency Prevention Program**. HCDD is also seeking a Texas non-profit corporation ("Contractor") to administer **the City of Houston's Emergency Solutions Grants Program**. **Programs may be awarded to one (1) or more contractors.**

2.0 SUMMITTAL PROCEDURES:

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

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

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

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

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 the City Secretary's Office any time prior to the stated deadline.

3.0 PROPOSAL FORMAT:

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

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 MANDATORY PRE-PROPOSAL CONFERENCE:

4.1 A Mandatory 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. 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.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to Housing and Community Development, Procurement Division Buyer, Derrick McClendon, telephone: 713.868.8369, fax: 713.868.8306, or e-mail (preferred method to): Derrick.McClendon@houstontx.gov, no later than Tuesday, August 2, 2012 at 10:00 a.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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of Houston in writing or in this RFP should be used in preparing Proposal responses.

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

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

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. 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.

9.2 A protest shall include the following:

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

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

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

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

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

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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided 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 **January 1, 2013**, for a term of one (1) year with four (4), one (1) year options. The City of Houston reserves the option of extending the Agreement(s) on an annual basis with an automatic renewal for one (1) additional one-year term, or portions thereof.
- 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.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 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.
- 15.0 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,

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having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 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.
- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

GENERAL TERMS AND CONDITIONS
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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.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

3.0 CONTRACTOR PERFORMANCE LANGUAGE:

3.1 Contractor should make citizen 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 citizens when performing contract services. Contractor's employees should be clean, courteous, efficient 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 citizens, 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.

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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.**

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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. 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.
- 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**.

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. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

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.

5.0 PROCUREMENT TIMELINE/SCHEDULE:

- 5.1 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	July 30, 2012
Pre-Proposal Conference	August 15, 2012
Questions from Proposers Due to City	August 21, 2012
Proposals Due from Offeror(s)	September 4, 2012
Notification of Intent to Award (<i>Estimated</i>)	October 1, 2012
Council Agenda Date (<i>Estimated</i>)	October 17, 2012
Contract Start Date (<i>Estimated</i>)	January 1, 2013

SPECIFICATIONS / SCOPE OF WORK
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EXHIBIT A

CHILD CARE PROGRAM

A. PROGRAM GOALS:

To provide quality child care services and parental development to low and moderate-income families.

B. CHILD CARE PROGRAM OBJECTIVES:

1. Provide daily opportunities for children to stimulate their intellectual, social, physical and emotional development. To ensure adequate daily nutrition and overall health of children through preventive measures.
2. Support neighborhood residents in their efforts to become employed and maintain employment, and to increase the economic viability of the community.
3. Develop a sound financial approach to the provision of child care.
4. Enhance parental development in the areas of training and skill development in child rearing techniques, coping with stress, child abuse prevention, etc.
5. Reduce or abate neighborhood alienation and isolation found among many working parents through support services within the child care system.

C. PROJECT GOAL:

To address the need for child care services through a collaborated and coordinated service delivery mechanism.

D. PROJECT OBJECTIVES:

1. To administer the City of Houston's Child Care Program funded through the Community Development Block Grant (CDBG).
2. To provide information, referral and assistance to families seeking program services.
3. To provide service providers with technical assistance, training, administration and management assistance.

E. ELIGIBILITY:

Non-profit organizations.

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F. CONTENT AND OPERATIONS:

Through a Request for Proposals (RFP) process, non-profit organizations ("Service Providers") will subcontract with the Contractor to receive Child Care Program funding.

The contractor will issue a RFP detailing the requirements for submission of a proposal for CDBG funds. The City and Contractor will provide staff and volunteer support to administer the RFP process.

The Contractor will direct the allocations process with volunteer from the public and private sectors including representatives from the City of Houston. The mission of the group is to:

1. Set criteria for the funding, review and evaluation of proposals submitted in response to the RFP.
2. Select agencies for funding and recommend allocation levels.

The Child Care Program funds shall propose a mix of child care services to answer the needs of families who require a close neighborhood location and a service that can be met without due hardship on working parents. The following examples represent an appropriate service mix.

1. Full Day Child Care;
2. Before and After School Care;
3. Full Day Summer Program for School-age Children;
4. Handicapped (Priority status);
5. Infant Care; and
6. Twenty-four (24) hour Child Care services for children who have been abused or neglected, or those who are at risk of such maltreatment, including medical and psychological treatment services.

All federal funds will be distributed pursuant to HUD regulations. Priority will be given to non-profit organizations that can demonstrate an ability to administer federal funds.

Following the allocations process, the Contractor will provide to the City a detailed summary of the allocation of funds. This summary will include: a list of all agencies receiving awards; the amount of each award; and a brief description of the services provided by each agency.

In order to measure the performance as described hereunder, non-profit organizations receiving awards shall be required to execute a Subrecipient Agreement prior to being disbursed any CDBG funds. Such agreement shall be developed by the Department and approved as to form by the City Attorney of the City of Houston. If the City agrees to allow

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the Contractor to develop the Subrecipient Agreement, it shall require prior approval as to form by the City Attorney of the City of Houston.

The Contractor shall be responsible for the following activities:

1. Issuance of a RFP and selection of non-profit organizations ("Service Providers") to be awarded Subrecipient agreements.
2. Implementation of an Information and Referral System.
3. Negotiating Subrecipient agreements with selected agencies.
4. Development and implementation of a client registration bank for billing and reporting requirements.
5. Negotiating Third Party Contracts with selected Service Providers.
6. Linking eligible clients with Service Provider.
7. Payment to the Service Providers for services provided.
8. Collection of program income (parent fees) for submission to the City.
9. Auditing payment vouchers for compliance (eligibility, allowable costs and accuracy).
10. Utilization of enrollment and absentee policies established by the Texas Department of Human Services.
11. Monitor Service Providers' compliance with program regulations, attendance and enrollment policies.
12. Provide technical assistance, training and resource development to Service Providers.
13. Evaluation of service delivery, determining if services are meeting goals and objectives.
14. Providing effective control over and accountability for all funds, property and other assets under the Contract.
15. Submission of all required programmatic and fiscal reports to the Housing and Community Development Department.

G. PERFORMANCE MEASURES:

Performance measures consist of demographic data required by HUD that will be determined at the time of contract preparation.

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EXHIBIT B

JUVENILE DELINQUENCY PREVENTION PROGRAM

A. PROGRAM GOALS:

To provide programs to deter juvenile delinquency by focusing on the character development of children and youth.

B. JUVENILE DELINQUENCY PREVENTION PROGRAM OBJECTIVES:

The objectives of the program are to provide disposition alternatives for youth who are predelinquency or status offenders that will:

1. Make a significant, long term impact on their structural employment problems;
2. Provide out-of-school youth with salable work skills which will make them productive members of the work force, reinforced by the motivating influence of financial resources;
3. Promote neighborhood stabilization by taking youth off the streets, providing and structured activities, thereby reducing the opportunity for involvement in delinquent activity and fostering a sense of pride and responsibility in their neighborhoods.
4. Providing a success experience for youth while upgrading their self-image;
5. Return drop-out youth to the classroom when appropriate and/or possible;
6. Prevent and deter drug abuse and chemical dependency among youth;
7. Provide activities for the primary prevention and corrective services; and
8. Provide activities which deter gang activity and/or the development of gang intervention programs;

C. PROJECT GOAL:

To address the need of juvenile delinquency prevention services through a collaborated and coordinated service delivery mechanism to 2,000 youth.

D. PROJECT OBJECTIVES:

1. To administer the City of Houston's Juvenile Delinquency Prevention Program funded through the Community Development Block Grant (CDBG).

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2. To provide information, referral and assistance to families seeking program services.
3. To provide service providers with technical assistance, training, administration and management assistance.

E. ELIGIBILITY:

Non-profit organizations.

F. CONTENT AND OPERATIONS:

Through a Request for Proposals (RFP) process, non-profit organizations ("Service Providers") will subcontract with the Contractor to receive Juvenile Delinquency Prevention Program funding.

The contractor will issue a RFP detailing the requirements for submission of a proposal for CDBG funds. The City and Contractor will provide staff and volunteer support to administer the RFP process.

The Contractor will direct the allocations process with volunteer from the public and private sectors including representatives from the City of Houston. The mission of the group is to:

1. Set criteria for the funding, review and evaluation of proposals submitted in response to the RFP.
2. Select agencies for funding and recommend allocation levels.

Preference will be given to proposers who provide a specific mix of services with emphasis on the first four services defined below. However, the applicant is not restricted to the services defined below provided such services are innovative and address current problems facing youth. Respondents should indicate appropriate linkages, which will address delivery of the remaining components.

1. **Deterrence & Intervention** – Activities in coordination with law enforcement agencies, schools, juvenile probation, and other community agencies and resources to deter gang activity and/or the development of gang intervention programs.
2. **Job Preparation, Job Placement, and Useful Work Experience**

Job Preparation – A structured activity, which provides labor market information, introduction to the world of work, instruction on correct completion of resumes and employment applications and an awareness of required workplace behavior

Job Placement – A group of activities, which provide labor market information, individualized job search and placement with follow-up activity.

Useful Work Experience – A hybrid activity, which can be an employability development activity, or a skills training activity.

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3. **Substance Abuse Education** – Development or expansion of a drug and alcohol curriculum into overall programs through collaboration with parents and professions to create a climate of non-drug use.
4. **Teen Pregnancy Prevention** – Activities, which shall provide a full range of educational preventive services to youth for the primary prevention of teenage pregnancy.
5. **Cultural Enrichment Activities** – Activities which provide exposure and access to participation in modern dance appreciation, painting, arts and crafts, dramatic presentations and ethnic cultural orientation which would be useful in the way of structural activities.
6. **Support Services** - to youth and their families through counseling and referrals to appropriate resources should be a part of each service component.

All federal funds will be distributed pursuant to HUD regulations. Priority will be given to non-profit organizations that can demonstrate an ability to administer federal funds.

Following the allocations process, the Contractor will provide to the City a detailed summary of the allocation of funds. This summary will include: a list of all agencies receiving awards; the amount of each award; and a brief description of the services provided by each agency.

In order to measure the performance as described hereunder, non-profit organizations receiving awards shall be required to execute a Subrecipient Agreement prior to being disbursed any CDBG funds. Such agreement shall be developed by the Department and approved as to form by the City Attorney of the City of Houston. If the City agrees to allow the Contractor to develop the Subrecipient Agreement, it shall require prior approval as to form by the City Attorney of the City of Houston.

The contractor shall be responsible for the following activities:

1. Issuance of a RFP and selection of non-profit organizations (“Service Providers”) to be awarded Subrecipient agreements.
2. Implementation of an Information and Referral System.
3. Negotiating Subrecipient agreements with selected agencies.
4. Development and implementation of a client registration bank for billing and reporting requirements.
5. Payment to the Service Providers for services provided.
6. Collection of program income (parent fees) for submission to the City.
7. Auditing payment vouchers for compliance (eligibility, allowable costs and accuracy).
8. Monitor Service Providers’ compliance with program regulations, attendance and enrollment policies.
9. Provide technical assistance, training and resource development to Service Providers.
10. Evaluation of service delivery, determining if services are meeting goals and objectives.

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11. Responsibility for providing effective control over and accountability for all funds, property and other assets under the Contract.
12. Submission of all required programmatic and fiscal reports to the Housing and Community Development Department.

G. **PERFORMANCE MEASURES:**

Performance measures consist of demographic data required by HUD that will be determined at the time of contract preparation.

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EXHIBIT C

EMERGENCY SOLUTIONS GRANTS

A. EMERGENCY SOLUTIONS GRANTS PROGRAM GOALS:

To provide essential services and supportive services to the homeless in Houston, to prevent homelessness, to rapidly re-house homeless persons and families, and meet the costs of operating emergency shelters.

B. EMERGENCY SOLUTIONS GRANTS PROGRAM OBJECTIVES:

1. To provide essential social services to the homeless.
2. To meet the costs of operating shelters and facilities for the homeless.
3. To provide safe and sanitary shelter for the homeless.
4. To prevent homelessness.
5. Rapidly re-house homeless persons and families.

C. PROJECT GOAL:

To address the needs of Houston's diverse homeless population through a collaborative and coordinated service delivery mechanism to 10,000 homeless or near homeless persons.

D. PROJECT OBJECTIVES:

1. To administer the City of Houston's Emergency Solutions Grant Program (ESG).
2. To provide service providers with technical assistance, training, administration and management assistance.

E. ELIGIBILITY:

Non-profit organizations

F. CONTENT AND OPERATIONS:

All Federal funds will be distributed pursuant to HUD regulations. Priority, in the award of ESG and/or CDBG funds, will be given to non-profit organizations that can demonstrate an ability to administer federal funds.

Following the allocations process, the Contractor will provide to the City a detailed summary of the allocation of funds. This summary will include: a list of all agencies receiving awards; the amount of each award; the source of the award (i.e., federal funds, private or combination); and brief description of the services provided by each agency.

In order to measure the performance as described hereunder, non-profit organizations receiving awards shall be required to execute a Subrecipient Agreement (Third Party Contract) prior disbursing

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: T24041

any ESG or CDBG funds. Such agreement shall be developed by the Department and approved as to form by the City Attorney of the City of Houston. If the City agrees to allow the Contractor to develop the Subrecipient Agreement, it shall require prior approval as to form by the City Attorney of the City of Houston.

The Contractor shall be responsible for the following activities:

1. Issuance of a RFP and selection of non-profit organization (“Service Providers”) to be awarded Subrecipient agreements.
2. Implementation of an Information and Referral System.
3. Negotiating Subrecipient agreements with selected agencies
4. Development and implementation of a client registration bank for billing and reporting requirements.
5. Payment to Service Providers for services provided.
6. Collection of program income for submission to the City.
7. Auditing payment vouchers for compliance (eligibility, allowable costs and accuracy).
8. Monitoring Service Providers for compliance with ESG and CDBG program regulations.
9. Provide technical assistance, training and resource development to Service Providers.
10. Evaluation of service delivery, determining if services are meeting goals and objectives.
11. Providing effective control over and accountability for all funds, property and other assets under the Contract.
12. Submission of all required programmatic and fiscal reports to the HCDD.

G. PERFORMANCE MEASURES:

Performance measures consist of demographic data required by HUD that will be determined at the time of contract preparation.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: T24041

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

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

2.0 OFFER & SUBMITTAL FORM:

2.1 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.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

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

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

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

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

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

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for RFP NAME, which should include, but not be limited to the following:

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

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

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: T24041

6.0 FINANCIAL STATEMENTS:

6.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

7.0 CONTENTS:

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

7.1.1 Title Page

7.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

7.1.3 Letter of Transmittal

7.1.4 Expertise/Experience/Reliability Statement

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

7.1.6 Proposed Strategy/Operational Plan

7.1.7 Proposed Equipment (If Applicable)

7.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years

7.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

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

7.1.11 Pricing Form/Fee Schedule (Exhibit III)

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

7.1.13 Affidavit of Ownership or Control (Exhibit VI)

7.1.14 Conflict of Interest Questionnaire (Exhibit IX)

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

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: T24041

1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

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

2.1.1 Proposed Strategy and Operational Plan

2.1.2 Expertise/Experience/Qualifications

2.1.3 Conformance to RFP Requirements

2.1.4 Financial Strength of Offeror

2.1.5 Cost

**EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: T24041**

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

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

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

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

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

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: T24041**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: _____

Firm or Company Address: _____

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

SOLE PROPRIETORSHIP

Name _____
Proprietor Address _____

A PARTNERSHIP

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

Name _____
Partner Address _____

Name _____
Partner Address _____

A CORPORATION

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

Name _____
Director Address _____

Name _____
Director Address _____

Name _____
Director Address _____

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: T24041**

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

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

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

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

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

Preparer

Printed Name

Title

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

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: T24041**

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

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

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

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

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24041

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:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24041**

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

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No. /STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: T24041**

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT 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.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: T24041**

- (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 anytime 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.

EXHIBIT VII: ATTACHMENT "A"
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: T24041

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

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

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: T24041**

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 _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** 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 **Initials** 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 **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** 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.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
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 **(Initials)** 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 **(Initials)** 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

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: T24041

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.

**EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: T24041**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

