

Houston-Galveston Area Council

REQUEST FOR QUALIFICATIONS (RFQ)

PlanSource: Cooperative Purchasing Professional Planning Services for Local Governments

RFQ Number: CE-2016-09-001

UPDATED Tuesday, September 6, 2016

DATE ISSUED: Wednesday, August 31, 2016

PRE-SUBMITTAL

CONFERENCE: Tuesday, September 13, 2016 @ 1:00 P.M.
Houston Galveston Area Council, 2nd Floor Conference Room C
3555 Timmons Lane, Houston, Texas 77027

PRE-SUBMITTAL

QUESTIONS

DEADLINE: Tuesday, September 13, 2016 @ 5:00 P.M.

CLOSING DATE: Wednesday, October 26, 2016 @ 12:00 NOON, CST

FORMAT: Ten (10) hard copies; One (1) electronic copy in PDF on disk or flash drive

SUBMIT TO: Amanda Thorin, Senior Programs Liaison
Community and Environmental Department
Houston-Galveston Area Council

Mailing address

P.O. Box 22777
Houston, TX 77227-2777

Physical/delivery

3555 Timmons Lane, Suite 100 (Mail Room/Print Shop)
Houston, TX 77027
Main number: (713) 627-3200

CONTACT: Amanda Thorin, Senior Programs Liaison
Community and Environmental Department
Desk: (713) 993-4587
Email: Amanda.Thorin@h-gac.com

Those responding to this solicitation may elect to either mail or personally deliver their responses to H-GAC offices. Failure to submit the required number of copies as stated above may result in disqualification from the qualification process. H-GAC will not accept any responses delivered by telephonic, electronic or facsimile means.

The deadline for the submittal of responses is no later than Wednesday, October 26, 2016, **by 12:00 NOON, CST**. H-GAC shall date-stamp all responses upon receipt. Responses received after

Houston-Galveston Area Council

this date and time will not be accepted. Respondents may submit their response to the H-GAC office any time prior to the deadline.

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFQ. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFQ at the time a response is submitted to H-GAC.

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein shall remain firm for a period of one-hundred eighty (180) days following the response due date and can be further extended by mutual written agreement.

Houston-Galveston Area Council

TABLE OF CONTENTS

PART I - GENERAL INFORMATION	4
PART II - SCOPE OF WORK	6
PART III - SUBMISSION OF QUALIFICATIONS	8
PART IV - RESPONSE OUTLINE AND CONTENT.....	10
PART V - SPECIAL CONDITIONS	15
PART VI – TERMS AND CONDITIONS.....	16
PART VII – GENERAL CONTRACT ARRANGEMENTS.....	20
PART VIII – EVALUATION AND SELECTION PROCESS	24
PART IX – INSTRUCTIONS TO RESPONDENTS.....	26
PART X - EXHIBITS/REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE.....	27

PART I – GENERAL INFORMATION

Introduction

The Houston-Galveston Area Council (H-GAC) is soliciting Qualifications for a broad range of community planning services and related services for local governments. H-GAC will issue contract(s) which may be used by more than 1,400 local governments, districts, agencies, authorities, and qualifying not-for-profits corporations providing community and comprehensive planning services in Texas and other states.

H-GAC is committed to assist local governments (End Users) in reducing costs and streamlining the procurement processes. As a unit of local government assisting other local governments, H-GAC strives to make the governmental procurement process more efficient by establishing competitive contracts for services and providing the customer service necessary to help its members achieve their procurement goals. All End Users in the *PlanSource*: Corporative Purchasing for Professional Planning Service may purchase community planning services simply by issuing a purchase order and without having to solicit competitive bids/qualifications on their own.

PlanSource functions inside the bounds of the Texas Interlocal Cooperation Act as the procurement agency on behalf of the local governments. The Local Government Code in Chapter 252 gives local governments a clear definition of "planning services", and H-GAC adheres to the Texas competitive bid/proposal statutes for cooperative purchasing contracts.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state." Texas Government Code, Title 7, Chapter 791.

Plan Source is a voluntary program; therefore, End Users are not obligated to purchase any of the services on a contract resulting from this RFQ. No minimum quantities or spending levels are provided or guaranteed by H-GAC and/or End User.

Houston-Galveston Area Council

Objective

The purpose of this invitation for qualifications is to identify the best suited consultants to assist End Users with community planning services. The selected Consultants will work with the End User directly, as authorized by Interlocal agreements between H-GAC and member End Users. H-GAC is seeking to enter into a four (4) year contract with the option to extend in two (2) additional twenty-four (24) month periods for up to a total of eight (8) years beginning approximately January 1, 2017. Consultants are required to have knowledge and expertise in the following areas (The full range of community planning and related services can be found in Part II: Scope of Services):

Planning	Implementation and Regulations	Studies and Additional Services
Land Use Planning	Land Development Regulations	Special Area Studies
Transportation Planning	Financing Strategies and Economic Development Tools	Public Involvement
Comprehensive Planning	Urban Design	Information and Outreach Tools
Parks and Trails Planning	Site Planning	Feasibility Studies
Strategic Planning		Visioning
Sustainable Development Planning		Design Visualizations

Solicitation Schedule

EVENT	DATE
Date of RFQ Issued	Wednesday, August 31, 2016
Pre-Submittal Conference	Tuesday, September 13, 2016
Questions from Respondents due to H-GAC	Tuesday, September 13, 2016
Responses Due	Wednesday, October 26, 2016
Contract Start Date (estimated)	Monday, January 02, 2017

Term of Agreement

Houston-Galveston Area Council

The initial term of this contract shall be for a period of four (4) years from the date of award. The term of the initial contract is estimated to begin January 2, 2017, to December 31, 2020. H-GAC reserves the right, as agreed by contractor, to extend the contract for up to two (2) additional twenty-four (24) month periods.

PART II – SCOPE OF SERVICES

H-GAC is seeking qualifications from firms to provide a broad range of community planning services and related services for local governments (End Users). The successful respondent(s) will be expected to provide these services and perform the work as a part of the H-GAC PlanSource: Professional Planning Services program.

There may be some overlap between services listed below. It is still the Respondent's responsibility to respond in a complete manner for each service that can be performed and offered to H-GAC End Users. Each section will be evaluated on its own merit.

The Scope of work is divided into three (3) Areas of Expertise. Each Overall Discipline is subdivided into Types of Services and some, but not all, Types of Services are further divided into more specific Types of Work.

Level One (L1): Overall Discipline

Level Two (L2): Type of Services

Level Three (L3): Type of Work

Areas of Expertise

Planning (L1)

- *Land Use Planning (L2)*
 - Livable Centers (L3)
 - Transit-Oriented Design
 - Housing Planning
 - Public Spaces and Streetscape
 - Historic Preservation
- *Transportation Planning*
 - Mobility Planning
 - Transit Planning
 - Freight/Goods Movement
 - Access Management
 - Corridor Planning
 - Pedestrian and Bicyclist Planning
 - Parking Management
- *Comprehensive Planning*
- *Parks and Trails Planning*
- *Strategic Planning*

- *Sustainable Development Planning*

Areas of Expertise (cont'd)

Implementation and Regulations

- *Land Development Regulations*
 - Zoning Code/Development Regulations
 - Overlay District Ordinances
 - Annexation
- *Financing Strategies and Economic Development Tools*
 - Public/Private Partnerships
 - Growth Management and Impact Fees
 - Special District Financing and Creation
- *Urban Design*
- *Site Planning*

Studies and Additional Services

- *Special Area Studies*
 - Revitalization and Redevelopment
 - Environmental Justice
- *Public Involvement*
 - Charettes
 - Workshops, Meeting Facilitation and Consensus Building
 - Community Outreach Tools
 - Visual Preference Surveys
- *Feasibility Studies*
- *Visioning*
- *Design Visualization*

PART III – SUBMISSION OF QUALIFICATIONS

A. Instructions for Submission

Number of Copies - Please submit Ten (10) copies of the Response, including **one** (1) printed original signed in BLUE ink and one (1) electronic copy on cd or flash drive, in a sealed package bearing the assigned Project Number, located on the first page of the RFQ. Those responding to this solicitation may elect to either mail, or personally deliver the responses to H-GAC offices.

Submission by Mail

Respondents may mail submissions to:
Houston-Galveston Area Council
Attn. Amanda Thorin, Senior Programs Liaison
P.O. Box 22777
Houston, TX 77227-2777

Submission by Hand Delivery

Submissions may be delivered by hand to the H-GAC offices Monday through Friday, 8:00 A.M. to 5:00 P.M., CST. Proposals may be delivered by hand to:

Houston-Galveston Area Council
Attn. Amanda Thorin, Senior Programs Liaison
3555 Timmons Lane, Suite 100 – (Mail Room/Print Shop)
Houston, TX 77027

H-GAC shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their proposal to H-GAC any time prior to the stated deadline.

Submission of response will constitute acknowledgement and acceptance of all the terms and conditions contained within this RFQ.

Respondents, 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 this RFQ at the time a response is submitted to H-GAC.

Time for Submission- Responses shall be submitted no later than the date and time indicated for submission in the RFQ. Late submittals will not be considered and will be returned.

Format- Response should be typewritten, left-bound and printed on 8 ½” x 11” paper, with information on both sides of the page when appropriate. If larger paper is required, it must be folded to 8 ½” x 11”. Material should be organized following the order of the submission

Houston-Galveston Area Council

requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

Complete Submission- Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Legibility, clarity, and completeness are important and essential. Incomplete responses may lead to a response being deemed non-responsive. Non-responsive responses will not be considered.

Packaging and Labeling- The outside wrapping/envelope shall clearly indicate the RFQ Title and date and time for submission. It shall also indicate the name of the respondent.

Timely delivery of Responses- the Response must be delivered by hand or sent to the Houston-Galveston Area Council through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to H-GAC and on any correspondence related to the Response. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

Late Responses- the respondent remains responsible for ensuring on-time delivery of all submission requirements regardless of whether the delay is caused from the U.S. Postal Service, courier delivery services or any other act or circumstance. Late responses will not be considered and will be returned.

PART IV - RESPONSE OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the response must follow the outline as set forth below and, at a minimum, contain the information as requested. Respondents are encouraged to include additional relevant information within the page limits stated for each section. At Respondent's option, pre-printed brochures may accompany required response materials, but will not be considered as substitution for other written requirements.

All elements of this section must be addressed specifically in the Respondent's response to this RFQ. Some of the following elements will have page limitations listed. The page limitation is intended to keep the overall size of the response at a level to allow for H-GAC staff review and evaluation. H-GAC is not procuring these services for its own use, but rather for procurement by End Users. Therefore, when addressing the Scope of Work, the intent is for a Respondent to demonstrate its ability to conduct projects of this type and proven successful experience in that particular area.

A. Letter of Transmittal

The letter of transmittal shall provide an opportunity for the Respondent to demonstrate its understanding of the types of services described in the response should include the following: (maximum 3 pages)

- A brief statement that the Respondent understands the work to be done. Respondents shall summarize how their response meets the requirements of the RFQ, and why they are best qualified to provide the services for which the response is being submitted.
- The names, titles, addresses, telephone numbers, and email addresses of the individuals who are authorized to make representations on behalf of the Respondent.
- A statement that the person signing the transmittal letter is authorized to legally bind the Respondent; that the response shall remain firm for a period of 180 days from the date of receipt, and that the response will comply with the requirements of this RFQ.
- A statement indicating which staff person intends to act as prime point of contact for response evaluation questions and the delivery and maintenance of the respondents proposed offerings.

B. Title Page

Houston-Galveston Area Council

The title page should include the RFQ title and RFQ control number, the name and address of the Respondent, and the date of the response.

C. Table of Contents

The contents should be identified by section, description, and page number.

D. Qualifications

Qualifications shall be considered only from those organizations having reputations, experience, and skills necessary to provide the required scope of work. The Respondent shall provide detailed company background information, including company-specific experience (see Company History, Capabilities, and Related Experience) with local government clients and any other corporate affiliations and partnerships which may be relevant. This information shall be provided via response to the requirements contained in the Part IV: Proposal Outline and Content and Part II: Scope of Services. To assist H-GAC with their evaluation, please respond to all areas of expertise. If a respondent is not submitting qualifications for a particular area of expertise the respondent should include a place holder page with the area of expertise description and the statement “not proposing on this scope element.”

E. Company History, Capabilities and Related Experience

Provide a brief history of the company, including date the company was founded and length of time the company has been providing the types of services listed herein. In addition, please incorporate the following information: (Maximum 5 pages)

- Ongoing services Respondent will offer and/or provide End User following successful implementation of solution(s).
- Respondent’s public sector experience in providing services as listed in Part II: Scope of Service. Please limit experience to the past five (5) years if possible.
- Sufficient staff and resources to provide services to H-GAC End Users.
- Description of the needs analysis process conducted with an interested End User.
- Respondent’s capabilities, qualifications, and experience with End User project management, including monthly meetings, status updates, project improvements, change management, and problem resolution.

F. Qualifications of Key Personnel

Provide an organization-wide overview of the key personnel on contract. This may be done by title only or by title and name. For each Overall Service, provide a brief description and generic resume typical of each type of position that would provide service to End Users, and that position's role.

Provide ample evidence that staff on contract has working knowledge, background, and expertise (including licenses if applicable) in each of the areas of expertise for which a response is submitted. All key personnel information should be included with Section G: Services per the Scope of Work as part of the proposal. (Maximum 3 pages per scope of work submission)

G. Services per Scope of Work

Address and describe each of the following services in the proposal response in regards to the following levels within Part II: Scope of Services. To assist H-GAC with their evaluation, please respond to all areas of expertise. If a respondent is not submitting qualifications for a particular area of expertise the respondent should include a place holder page with the area of expertise description and the statement "not proposing on this scope element."

Where page limitations are stated, Respondent should make every attempt to assemble the appropriate information within the constraint listed. Less space or pages may be utilized in response to this Section.

All respondents are required to respond to the Overall Discipline in each of the three sections even if the respondent is not submitting qualifications for any Types of Services or Types of Work under an individual Overall Discipline.

1. For each Overall Discipline within the of Area of Expertise (Ex: Level One: Planning, Implementation and Regulations, and Studies and Additional Services) address the following:
 - Summary of Respondent's knowledge and expertise in this broad subject area (include brochures/literature as necessary, which will not count against any page limitation);
 - Factors that make the Respondent unique in their approach to this subject area;
 - A typical project organization chart.

Houston-Galveston Area Council

(Note: The maximum page total would be six (6) if proposing on all Overall Disciplines, not to exceed two (2) pages for each of the three (3) Overall Disciplines)

Services per Scope of Work (cont'd)

2. For each Type of Service (Level Two) address the following and limit to five (5) pages total for each subcategory:
 - Brief summary demonstrating Respondent's understanding of this Type of Service and what is entailed within the various Projects as a whole (include brochures/literature as necessary which will not count against any page limitation)
 - Composition of typical team required to perform this Type of Service that is involved with an End User from the initial needs assessment, up through project implementation and ongoing project management.
 - At least two, but not limited to two, examples of actual projects performed. List the client and project title, and describe the services actually provided along with a brief overview of the results. This is not a reference; therefore, contact information is not required.

(Note: The maximum page total would be seventy-five (75) if proposing on all subcategories. Not to exceed five (5) pages for each of the fifteen (15) Types of Services).

3. For each Type of Work (Level Three) address the following and limit to five (5) pages total for each subcategory:
 - Brief summary demonstrating Respondent's understanding of this Type of Service and what is entailed within the various Projects as a whole (include brochures/literature as necessary which will not count against any page limitation)
 - Composition of typical team required to perform this Type of Service that is involved with an End User from the initial needs assessment, up through project implementation and ongoing project management.
 - At least two, but not limited to two, examples of actual projects performed. List the client and project title, and describe the services actually provided along with a brief overview of the results. This is not a reference; therefore, contact information is not required.

Houston-Galveston Area Council

(Note: The maximum page total would be one hundred and twenty (120) if proposing on all subcategories. Not to exceed five (5) pages for each of the twenty-four (24) Types of Services).

H. References

Respondent shall provide no less than five (5) and no more than ten (10) references. Include the information that follows for each entity:

- Name of organization
- Contact person with title, phone, fax, and email
- Mailing address
- Brief project description, name of project, type of service or project and time period in which it was/is being performed
- Estimated budget for the service or project

Should the references volunteer any information outside the specific questions, the information will be recorded and used in the evaluation stage.

(Note: The maximum page total would be ten (10) if submitting maximum allowed. Not to exceed one (1) page per reference).

I. Recommendations/Exceptions

If your organization takes exception to the equipment and/or services requested in the RFQ, please state specifically within your response your objection. Deviations shall be acceptable to H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

J. Insurance

Respondent must provide professional liability, general liability and property insurance in amounts sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Respondent's employees or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for workers' compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time.

K. Contract Change Requests

H-GAC has provided (Attachment 2); a sample PlanSource contract. Use this section to submit any contract changes or requests to H-GAC. Additionally, include the name, title

Houston-Galveston Area Council

and contact information for the person or persons who will need to sign in order to execute the contract.

L. Samples of Work

Provide an electronic (cd, flash drive or other method) compilation of all examples of work included in the response. This is separate from the electronic version of the response. Each example of work should be its own file and organized in the same format as Part II: Scope of Services. Each example of work should be titled with the project name and the type of service (example New City Town Hall – Livable Center).

M. Disadvantaged Business Enterprise (DBE) Goal Letter of Intent

Respondent shall identify the DBE participation level and the role that each DBE firm will have in the project implementation. Since DBE's proposed are considered part of the team, the Respondent shall include all relevant information necessary to effectively perform the evaluation of the response as it relates to the submission requirements listed in this section. Nothing in this provision shall be construed to require the utilization of any DBE firm that is either unqualified or unavailable.

N. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A signed Debarment Certification is required for each of the consultant team members and confirming that they have not been barred from doing work involving federal funds.

O. Conflict of Interest Questionnaire

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

P. Other

Submit any information the Respondent deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others. (Maximum 10 pages)

PART V - SPECIAL CONDITIONS

A. Purchase Obligation

Houston-Galveston Area Council

The H-GAC PlanSource: Professional Planning Service Program is a voluntary program; therefore, End Users are not obligated to purchase any of the services on a contract that may result from this RFQ.

B. Trade Secret Information

In the event a Respondent submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

C. Licensing and Permits

Successful respondents must be in compliance with all licensing, permitting, registration and other legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is the respondents' responsibility to ensure this requirement is met. Respondent must supply to H-GAC, upon request, copies of any license, permit, or other documentation bearing compliance hereunder.

D. Original Product

All qualifications submitted must be the original work products of the Respondent. The copying or paraphrasing of the product of another Respondent is not permitted.

PART VI – TERMS AND CONDITIONS

A. H-GAC Terms and Conditions

1. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a response, are considered public information, unless otherwise noted in the proposal itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the U.S. Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.
3. H-GAC shall not be held accountable if material from responses is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the response evaluation process.

B. Collusion

Respondent shall not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade.

C. Contact by Respondent

Respondent shall not offer and gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the evaluation committee) for the purposes of influencing consideration of a response.

D. Updates or Changes to the RFQ

Any changes, corrections, additions, or deletions made to this Request for Qualifications will be posted to the H-GAC website (<http://www.h-gac.com/purchasing/default.aspx>). It is the responsibility of respondents to check the website for any possible changes.

E. Interpretation of Specifications

The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting responses to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this RFQ for guidance, but they are not intended to preclude responders from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.

F. Debarment

Successful respondents will be required to comply and submit a certification statement in accordance with the laws imposed by Federal Executive Order 12549, "Debarment and Suspension" (3 CFR 1986 Comp., p. 189), Executive Order 12689.

G. Disadvantaged Business Enterprise (DBE)

H-GAC has established a goal of **20%** DBE participation in its total annual third party consulting opportunities. Each respondent is encouraged to take affirmative action and make every effort possible to use DBE firms in the performance of work under this contract. Nothing in this provision shall be construed to require the utilization of any DBE firm that is either unqualified or unavailable.

H. Conflict of Interest

Houston-Galveston Area Council

Chapter 176 of the Texas Local Government Code requires contractors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions is located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf> . H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. The CIQ must be completed and filed with each response if an employment or business relationship defined in the law exists.

I. H-GAC Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the RFQ and attachments will be posted to the H-GAC website as often as possible. Visit <http://www.h-gac.com/purchasing/default.aspx> to access the RFQ page. H-GAC has sole discretion and reserves the right to cancel this RFQ or to reject any or all responses received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this RFQ, or to reject any or all proposals or any part thereof. H-GAC reserves the right to reject specific elements contained in all qualifications and to complete the evaluation process based only on the remaining items.

J. Title VI Requirements

Successful respondents will be required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by H-GAC thereto.

K. Equal Employment Opportunity

Successful respondents will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

L. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting responses will not be considered responsive to this RFQ unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the cover letter and other pertinent certifications.

M. Resolution of Protested Solicitations and Awards

Any Proposer who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances

Houston-Galveston Area Council

filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Proposer to enter the grievance process, a written complaint must be sent to the Chief Operations Officer of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

The Procurement Administrator or Department Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Administrator or Department Director is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Proposer may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

PART VII – GENERAL CONTRACT ARRANGEMENTS

A. Term of Agreement

The initial term of this contract shall be for a period of four (4) years from the date of award. The term of the initial contract will be January 1, 2017, to December 31, 2020. H-GAC reserves the right, and the selected Respondent (Contractor) agrees; that the contract may be

Houston-Galveston Area Council

extended for up to two (2) additional twenty-four (24) month periods. The term of extended contract periods will be determined by H-GAC.

Should H-GAC wish to exercise this right, it shall so notify the selected Respondent (Contractor). Notice of intent to renew will be given to the selected Respondent (Contractor) in writing by the Project Administrator sixty (60) days before the expiration date of the current contract.

In the event a contract is fully executed, the selected Respondent (Contractor) acknowledges and agrees that any service it provides to H-GAC and End Users after the termination date of the Contract, will be deemed to be gratuitously provided, and H-GAC and End Users shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

A sample Contractor contract can be found in Attachment 2 of this RFQ.

B. Pricing Methodology

Pricing for any scope of work resulting from this contract will be agreed upon by the Contractor and End User.

C. Performance Under Contract

H-GAC is committed to ensuring that the selected Respondent (Contractor) provides effective and efficient service to all Participants in the PlanSource Program, and expects that certain Performance Conditions must be met.

Failure to meet these conditions may result in contract termination. In that regard, the selected Respondent (Contractor) shall:

1. Provide a toll free phone number with voice mail, a fax number, a working e-mail address, and a postal address.
2. Timely monitor all communication modes listed above, and will promptly respond to communications from End Users and H-GAC in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will only be due to Force Majeure.
3. Maintain sufficient qualified staff to promptly process all communications from H-GAC or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
4. Properly prepare and provide to End Users a detailed pricing document for each and every order that is to be executed.
5. Furnish, on request of H-GAC, reasonable data, forms and graphic material to be used in brochures or other print media, or on H-GAC's website.
6. Furnish, on request of H-GAC, reasonable and timely service and contract related reports in a format acceptable to H-GAC (e.g. MS Excel). Requested reports may

Houston-Galveston Area Council

contain data elements including, but not limited to, the following for each purchase transaction handled during a requested period:

- End User Name
- End User Purchase Order Number
- End User Purchase Order Date
- Service Provided (Description, Pricing)
- Actual or Estimated Completion Date

D. Out of State Sales Opportunities

The H-GAC procurement and purchasing services were established to provide purchasing services to local governments in the State of Texas, and that remains H-GAC's primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide purchasing services to local governments in other states as well. With that authority, H-GAC wishes to make contracted Services available to out of state local governments, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for Services to End Users in Texas, Contractor may choose to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following:

1. H-GAC will make a single award for any particular Service. There will not be separate awards for sales in Texas and sales outside of Texas. Contractor may offer Services through H-GAC out of state if awarded a contract for sale of those Services to Texas End Users.
2. A Contractor's decision regarding whether or not to market Services outside the State of Texas will have no influence or bearing on H-GAC's evaluation of responses and award of contracts.
3. The Contractors may offer differential cost items (e.g. transportation & delivery charges) and allowances related to service in other states. However, any such items charged must be substantiated with documentation satisfactory to H-GAC.

E. H-GAC Administrative Fee, Purchase Orders, Invoices and Payment

H-GAC will assess an administrative fee to the successful contractor(s) on the total contract billing for each service contracted for by an End User through this H-GAC PlanSource contract. The following is a description of the purchasing process by End Users utilizing the H-GAC PlanSource Program:

1. End User will submit a scope of service or project description to H-GAC for qualification indicating the PlanSource Contractor requested. H-GAC determines the qualification of the scope and reports to End User.

Houston-Galveston Area Council

2. H-GAC will prepare an "Order Confirmation" and transmit it to End User and to requested Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract that was awarded through the procurement process.
3. Purchase orders and Agreements for overall contracted service(s) shall be sent to Contractor. H-GAC is included in the overall correspondence.
4. Contractor accepts or declines service/project.
5. If accepted, Contractor will deliver/implement the service/project and invoice to End User.
6. End User will pay Contractor for Services ordered and/or deliverables.
7. H-GAC will invoice Contractor for the End User administrative fee, which Contractor will remit to H-GAC.

If the scope of work entered into between the Contractor and End User changes, Contractor shall notify H-GAC of the change in scope, and resultant change in cost. H-GAC will then issue an updated invoice, if necessary.

F. Agreements with End-Users

The End User may choose to enter into an Agreement with the Contractor through this Contract as described in Contractor's proposal response. Termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between Contractor and any End User which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that Contractor will no longer be able to enter into any new End User Agreement with the End Users pursuant to this Contract. Applicable H-GAC fees would be due and payable to H-GAC on any End User Agreements surviving termination of the Contract between H-GAC and Contractor.

G. Rights of End-User Agency

Respondent is advised of H-GAC's position as the designated purchasing agent for specific End Users. This designation is for those Services stated on written purchase orders. End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by Contractor and the End User agency prior to issuance of any Purchase Order. A copy of any such addenda shall be furnished by Contractor to the End User and to H-GAC.

PART VIII - EVALUATION AND SELECTION PROCESS

Houston-Galveston Area Council

An evaluation team will review all qualifications received to determine the extent to which they comply with requirements herein. This team will determine the final list of qualified services for each response. The evaluation may result in qualification on all or portions of proposed scopes of work. An evaluation committee may consist of representatives from H-GAC Community and Environmental Department, other departments of H-GAC and other stakeholders.

Qualifications will be evaluated and scored using the criteria below, with a possible top score of 100. These factors are not meant to be exhaustive, and H-GAC reserves the right to use any obtainable resources in making its evaluation. Responses with a minimum overall score of 80 are eligible to be considered for qualification for types of services and types of work. Upon final qualification determination a contract will be awarded. H-GAC staff will review the response to ensure that it contains all required information as specified in the RFQ. H-GAC reserves the right to not score incomplete qualifications. During the evaluation process, H-GAC may require a Respondent's representative to answer questions with regard to the response. Failure of Respondent to demonstrate that the claims made in its response are in fact true may be sufficient cause for deeming a response non-responsive.

However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Respondent(s).

The evaluation committee reserves the right to contact respondents for clarification of information submitted and to contact references to obtain information regarding past performance, reliability and integrity.

A. Rejection

If a response fails to meet a material solicitation document requirement, the response may be rejected. A deviation is material to the extent that a response is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected. H-GAC reserves the right to waive any formalities concerning this RFQ, or to reject any or all qualifications or any part thereof. Qualifications containing false or misleading statements may be rejected if, in H-GAC's opinion, the information was intended to mislead regarding a requirement of the solicitation document. H-GAC has sole discretion and reserves the right to cancel this RFQ or to reject any or all qualifications received prior to contract award.

B. Contract Award

A recommendation will be presented to the H-GAC Board of Directors for approval to negotiate, and execute, a contract with all qualified respondents. The targeted date for Board approval is **Tuesday, December 20, 2016**. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all responses as deemed in its interest.

H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all qualifications. H-GAC reserves the right to reject specific elements

Houston-Galveston Area Council

contained in all qualifications and to complete the evaluation process based only on the remaining items. H-GAC reserves the right to waive any formalities concerning this RFQ, or to reject any or all qualifications or any part thereof. H-GAC Board of Directors has sole discretion and reserves the right to reject any or all qualifications prior to contract award.

C. Evaluation Criteria

Qualifications, Experience, and Capability (45%)

Experience, qualifications and capability to meet the proposed scope of work as evidenced by statement of experience, demonstrated effective organizational structure and relevant experience in working with public entities. Demonstrated knowledge and applicable experience and sufficient staff resources.

Qualifications of Key Personnel (35%)

Experience and qualifications of proposed team, key personnel and other personnel as evidenced by statement of experience and resumes and proof of training including any applicable licenses.

Past Performance (10%)

Demonstrated track record of timely performance, quality and integrity as evidenced by a client list of references for similar, relevant work performed.

Understanding of the Work to be Performed (10%)

Respondent demonstrates a clear understanding of the requirements of the RFQ and Contract work to be performed. Demonstrated understanding of the needs of H-GAC and End User and quality of the response as it relates to the project. Presentation of additional services, ideas, or products that will benefit H-GAC and End Users.

Responsiveness to RFQ (Pass/Fail)

Responsive to all material requirements that will enable the evaluation committee to evaluate responses in accordance with the evaluation criteria so as to make a recommendation to H-GAC officials.

PART IX – INSTRUCTIONS TO RESPONDENTS

A. Pre-Submittal Conference

A Pre-Submittal Conference will be held on Tuesday, September 13, 2016, at 1:00 P.M. CST at Conference Room C, 2nd Floor, 3555 Timmons Lane, Houston, Texas, 77027

Houston-Galveston Area Council

It will be assumed that those attending this conference have reviewed the RFQ in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, respondents submit all questions in writing, via email or fax, prior to the Pre-Submittal Conference. Questions submitted in advance should be sent to Amanda Thorin, via email at Amanda.Thorin@h-gac.com. All questions and answers from the Pre-submittal conference will be compiled and posted on the H-GAC website.

B. Inquiries and Additional Information

Respondents can submit questions in writing or by e-mail to Amanda.Thorin@h-gac.com no later than 5:00 P.M., CST, Tuesday, September 13, 2016. No telephone inquiries will be accepted or considered. The Houston-Galveston Area Council will respond as completely as possible to each question. Questions and answers will be posted on the H-GAC website as soon as they are available. The names of prospective contractors who submit questions will not be disclosed.

C. Letter(s) of Clarification

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 Houston-Galveston Area Council. Only information supplied by the Houston-Galveston Area Council in writing or in this RFQ should be used in preparing responses. H-GAC does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

D. Examination of Documents and Requirements

Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a response to ensure that the response meets the intent of this RFQ.

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

E. Modification of Response (Before Submission Deadline)

Respondents may modify responses that have already been accepted by providing a written modification to H-GAC submitted via email to Amanda.Thorin@h-gac.com. Person's bearing such requests must prove authorization to submit the request. However, no response may be modified after the deadline for submission.

F. Non-Responders to RFQ

Houston-Galveston Area Council

If unable to submit a response, please contact H-GAC in writing advising the reason for not submitting a response. Reasons for non-response to the RFQ may be submitted to Amanda.Thorin@h-gac.com

PART X – REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

(Forms can be downloaded at: <http://www.h-gac.com/purchasing/default.aspx>)

- A. Certification Regarding Debarment
- B. Conflict of Interest
- C. Disadvantaged Enterprise (DBE) Participation

This RFQ does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a response to this request. The qualifications will become part of H-GAC's official files without any obligation on H-GAC's behalf. All responses shall be held confidential from all parties other than H-GAC until after such time as a contract is awarded. Afterward, the qualifications shall be available to the public.

Houston-Galveston Area Council

Attachment 1: Listed Scope of Services

<i>Level One: Overall Discipline</i>	<i>Level Two: Type of Service</i>	<i>Level Three: Type of Work</i>
Planning	Land Use Planning	Historic Preservation
		Housing Planning
		Livable Centers
		Public Spaces and Streetscape
		Transit –Oriented Design
	Transportation Planning	Access Management
		Corridor Planning
		Freight/Goods Movement
		Mobility Planning
		Parking Management
		Pedestrian and Bicyclist Planning
	Comprehensive Planning	Transit Planning
	Parks and Trails Planning	
	Strategic Planning	
	Sustainable Development Planning	
<i>Level One: Overall Discipline</i>	<i>Level Two: Type of Service</i>	<i>Level Three: Type of Work</i>
Implementation and Regulations	Land Development Regulations	Annexation
		Overlay District Ordinances
		Zoning Code/Development Regulations
	Financing Strategies and Economic Development Tools	Growth Management and Impact Fees
		Public/Private Partnerships
		Special District Financing and Creation
	Urban Design	
	Site Planning	
<i>Level One: Overall Discipline</i>	<i>Level Two: Type of Service</i>	<i>Level Three: Type of Work</i>
Studies and Additional Services	Special Area Studies	Environmental Justice
		Revitalization and Redevelopment
	Public Involvement	Charettes
		Information and Outreach Tools
		Visual Preference Surveys
		Workshops, Meeting Facilitation and Consensus Building
	Feasibility Studies	
		Visioning
		Design Visualization

Houston-Galveston Area Council

Attachment 2: Sample Contractor Contract

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND _____, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

WITNESSETH

WHEREAS: H-GAC enters into this Contract for the benefit of participating governmental agencies and qualifying non-profit corporations, hereinafter referred to as **END USER**, for **Plan Source: Professional Planning Service Program** offered by the **CONTRACTOR**; and

WHEREAS: The **CONTRACTOR** offers to provide **Professional Planning Services** through the **H-GAC** Contract to **END USERS** and;

WHEREAS: The parties have entered into a Contract to become effective as of _____, through _____, (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC** and now

THEREFORE: **H-GAC** and **CONTRACTOR** do hereby agree as follows:

• GENERAL PROVISION ARTICLES 1 – 26 •

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for **Plan Source: Professional Planning Service Program** listed in H-GAC's Notice for Request for Qualifications numbered **XXX-XXX-XXX**, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1. The Text of this Contract Form
2. Contract Terms and Conditions as stated herein
3. Proposal Specification No: **XXX-XXX-XXX** titled Exhibit A

ARTICLE 2: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this **Contract**. The governing bodies, where applicable, have authorized the signatory officials to enter into this **Contract** and bind the parties to the terms of this **Contract** and any subsequent amendments thereto.

ARTICLE 3: APPLICABLE LAWS

The parties agree to conduct all activities under this **Contract** in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this **Contract**.

ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES

The execution of this **Contract** and the rendering of services prescribed by this **Contract** do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this **Contract** or act of **H-GAC** in performance of this **Contract** shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**, which is solely responsible for employee payrolls and claims arising therefrom.

Houston-Galveston Area Council

CONTRACTOR shall notify **H-GAC** of any lawsuits filed against it that if successful, would adversely affect its financial condition. A lawsuit, that includes a specific demand for an amount in excess of \$250,000 that would not be covered by insurance, shall automatically be considered a lawsuit, that if successful would adversely affect the financial condition of the **CONTRACTOR**. Further, **CONTRACTOR** shall notify **H-GAC** of the threat of a lawsuit or any actual suit filed against **CONTRACTOR** relating to this **Contract**.

ARTICLE 5: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this **Contract** regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 6: TITLE NOT RESTRICTIVE

The titles assigned to the various articles of this **Contract** are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this **Contract**.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this **Contract**. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this **Contract**.

CONTRACTOR shall maintain all records pertinent to this **Contract** for a period of **not** less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

CONTRACTOR further agrees to include in all subcontracts under this **Contract**, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving **any** transaction relating to the subcontract.

ARTICLE 8: CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this **Contract** which are required by changes in federal law or regulations are automatically incorporated into this **Contract** without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided that if **CONTRACTOR** does not comply with such change, **H-GAC** or **CONTRACTOR** may terminate this **Contract** as authorized in Article 18.

H-GAC may, from time to time, require changes in the scope of the services of the **CONTRACTOR** to be performed hereunder. Such changes that are mutually agreed upon by and between **H-GAC** and the **CONTRACTOR** in writing shall be incorporated into this **Contract**.

ARTICLE 9: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this **Contract**, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

Houston-Galveston Area Council

ARTICLE 10: SEVERABILITY

Both parties agree that should any provision of this **Contract** be determined to be invalid or unenforceable, such determination shall not affect any other term of this **Contract**, which shall continue in full force and effect.

ARTICLE 11: FORCE MAJEURE

To the extent that either party to this **Contract** shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the **H-GAC**.

ARTICLE 12: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The **CONTRACTOR** agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this **Contract**; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this **Contract**.

ARTICLE 13: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

The **CONTRACTOR** agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the **H-GAC**, the State of Texas, and the acts and regulations of the funding entity. The **CONTRACTOR** agrees to promptly notify **H-GAC** of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify **H-GAC** of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the **CONTRACTOR** from **H-GAC**, if any, shall be reported to local law enforcement agencies and **H-GAC** within two (2) hours of discovery of any such act. The **Contractor** further agrees to cooperate fully with **H-GAC**, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 14: ISSUANCE OF CONTRACTOR AGREEMENTS THROUGH INTERLOCAL CONTRACTS

Through Interlocal Contracts, **H-GAC** offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the **Plan Source: Professional Planning Service Program**. Therefore, participating **END USERS** may execute Contractor Agreements for implementation of application and services described in proposer's response and awarded by **H-GAC**. In addition, through Interstate Interlocal Contracts the Service is made available for possible participation by **END USERS** beyond Texas.

ARTICLE 15: SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** are outline within this **Contract**, any Attachment, Proposal specification and Proposal Response.

Houston-Galveston Area Council

ARTICLE 16: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** understands and agree that it shall be liable to repay and shall repay upon demand to **END USER**, any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal governments to have been paid in violation of the terms of this **Contract**.

ARTICLE 17: THE COMPLETE AGREEMENT

This **Contract** consists of the **Contract** text stated herein, including any Agreement, the Proposal Specifications documents, **CONTRACTOR'S** response, including but not limited to services offered, all of which are incorporated within this **Contract** and shall constitute the complete agreement between parties hereto. All of which are either attached hereto or incorporated by reference and hereby made a part of this **Contract**, and shall constitute the complete agreement between the parties hereto. This **Contract** supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this **Contract** cannot be modified without the written consent of both parties.

ARTICLE 18: TERMINATION PROCEDURES

CONTRACTOR acknowledges that this **Contract** may be terminated under the following conditions:

A. Convenience

H-GAC may terminate the **Contract** in whole or in part without cause at any time giving written notice by certified mail to the **CONTRACTOR** whenever for any reason **H-GAC** determines that such termination is in the best interest of **H-GAC** and **END USERS**. Upon receipt of notice to termination, all services hereunder of the **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the **CONTRACTOR** shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for an **END USER** pursuant to the **Contract** and to the satisfaction of **H-GAC's** Executive Director or his designee. Participating **END USERS** agree to pay the **CONTRACTOR**, in accordance with the terms of the **Contract**, for services actually performed and accruing to the benefit of **END USER** less compensation previously paid.

CONTRACTOR may cancel or terminate this **Contract** upon 30 calendar days written notice by certified mail to **H-GAC**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from **H-GAC**. In the event of such termination prior to completion of this **Contract** provided for herein, **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid.

B. Default

If the **CONTRACTOR** fails to perform in accordance with the terms and conditions set forth in the **Contract** documents, **H-GAC** may consider the **CONTRACTOR** to be in default. In this event, **H-GAC** may serve written notice upon the **CONTRACTOR** of its intention to terminate the **Contract** or a portion thereof. Such notice shall contain the reasons for such intention to terminate and the **CONTRACTOR** shall have 30 calendar days after receipt to cure or provide satisfactory plan of action to cure said default. If the **CONTRACTOR** fails to cure or provide a satisfactory plan to cure, **H-GAC** may issue a notice to termination.

Houston-Galveston Area Council

ARTICLE 19: RENEWAL OF CONTRACT

H-GAC reserves the right to extend this **Contract** for up to two (2) additional twenty-four (24) month periods. Should **H-GAC** wish to exercise this right, it shall notify the **CONTRACTOR** no later than 60 days before the expiration date of the current contract. In the event **CONTRACTOR** performs services after the termination date of the **Contract**, **H-GAC** and **END USERS** will have no obligation to pay for such services unless **H-GAC** approves an agreement to do so, which approval shall be solely in **H-GAC'S** discretion.

ARTICLE 20: GOVERNING LAW & VENUE

This **Contract** shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this **Contract** shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 21: CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to the **END USER's** order. The **CONTRACTOR** shall immediately communicate any changes of representation in written form to **H-GAC**.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of any change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this **Contract** shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of **Contract**.

ARTICLE 23: REPORTING REQUIREMENTS

CONTRACTOR agrees to provide quarterly written reports to **H-GAC**. Such reports may include, but are not limited to the following: detailed copies of each Consultant Agreement with an **END USER**. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this **Contract**.

ARTICLE 24: INDEMNIFICATION

CONTRACTOR agrees to and shall defend, indemnify, and hold **H-GAC**, **END USERS**, their employees, officers, and legal representatives (collectively, "**H-GAC/END USERS**") harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's 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:

- **CONTRACTOR'S** and/or its agents', employees', officers', directors', **CONTRACTOR'S** or **SUB-CONTRACTOR'S** actual or alleged negligence or intentional acts or omissions;
- **H-GAC/END USERS'** and **CONTRACTOR'S** actual or alleged concurrent negligence, whether **CONTRACTOR** is immune from liability or not; and
- **H-GAC/END USERS'** and **CONTRACTOR'S** actual or alleged strict products liability or strict statutory liability, whether **CONTRACTOR** is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold **H-GAC /END USERS** harmless during the term of this agreement and for four years after this agreement terminates. **CONTRACTOR** shall not indemnify **H-GAC/END USERS** for the **H-GAC/END USERS'** sole negligence.

ARTICLE 25: INSURANCE

CONTRACTOR shall maintain insurance as set forth in **Proposal Control No: XXX-XXX-XXX** and shall provide proof of said insurance to **H-GAC**. Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Houston-Galveston Area Council

Insurance coverage shall be in effect for the length of this **Contract** and any extensions thereof, plus number of months or days required to delivery any outstanding order after the close of this **Contract**. **CONTRACTOR** shall promptly notify **H-GAC** of cancellation or changes in insurance coverage during this contract period.

ARTICLE 26: CONFIDENTIALITY

Any information transmitted between the **CONTRACTOR** and **END USER** shall be treated as confidential and not disclosed, except for information that: (1) is or becomes available to the public other than as a result of disclosure by the other party or (2) is required to be disclosed under applicable law.

• SERVICES SPECIFIC ARTICLES 27 – 34 •

ARTICLE 27: CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to **H-GAC**'s complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in **Contract** termination at **H-GAC**'s sole discretion.

1. **CONTRACTOR** shall maintain sufficient qualified staff to process Consultant Agreements, and to respond promptly by telephone, fax and email.
2. **CONTRACTOR** shall participate in orientation and training as may be required by **H-GAC**.
3. **H-GAC** reserves the right to request a new Sale Representative be assigned to the **Contract** (Proposal Specifications, General Terms and Condition(s)).
4. **CONTRACTOR** shall provide toll free(s) lines for access by **H-GAC'S END USERS**.
5. **CONTRACTOR** will not in any manner whatsoever direct or encourage **H-GAC END USER** Participants to purchase contracted items by any means other than through the **H-GAC Contract**.
6. **CONTRACTOR** shall promptly respond to **END USER** inquires.

ARTICLE 28: CONSULTANT AGREEMENTS WITH END USERS

The **END USER** may choose to enter into a Consultant Agreement with the **CONTRACTOR** through this **Contract** as described in **CONTRACTOR'S** proposal response and acceptance of pricing provided in **CONTRACTOR'S** End User Service Request Form Response. The Consultant Agreement will be binding between **END USER** and **CONTRACTOR**. Termination of this **Contract** for any reason shall not result in the termination of the underlying **END USER** Consultant Agreement entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant their stated terms and duration. The only effect of termination of this **Contract** is that **CONTRACTOR** will no longer be able to enter into any new **END USER** Consultant Agreement with the **END USERS** pursuant to this Contract. Applicable **H-GAC** Administrative Fee would be due and payable to **H-GAC** on any **END USER** Consultant Agreements surviving termination of the **Contract** between **H-GAC** and **CONTRACTOR**.

ARTICLE 29: END USER PAYMENT OF H-GAC ADMINSTRATIVE FEE

CONTRACTOR agrees to sell its services/products to **END USERS** based on the terms of this **Contract** and pricing provided in **CONTRACTOR'S** End User Service Request Form Response. **END USERS** outside the **H-GAC** 13-County Region are required to pay the applicable **H-GAC** Administrative Fee. **H-GAC** Administrative Fee is waived for **END USERS** within the **H-GAC** 13-County region. For all sales made by **CONTRACTOR** based on this **Contract**, including sales to entities without Interlocal Contracts, **END USER** shall pay the applicable Administrative Fee to **H-GAC**.

Houston-Galveston Area Council

ARTICLE 30: AUDITS BY H-GAC

CONTRACTOR agrees to provide access to **H-GAC** authorized personnel for auditing of **CONTRACTOR** records of **END USER** Consultant Agreements and payments resulting from this **Contract** and for a period extending to the completion of any Consultant Agreement under the terms of this **Contract**. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conduct audits. **CONTRACTOR** shall not incur expenses relating thereto.

ARTICLE 31: CHANGES OF OWNERSHIP

CONTRACTOR shall notify **H-GAC** of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

ARTICLE 32: HISTORICALLY UNDERUTILIZED BUSINESS

H-GAC, acting on behalf of its **END USERS** to satisfy legislative requirements [Government Code, Chapter 2161, Subchapter D], captures data relative to participation of HUB enterprises in furnishing of products/services through **H-GAC** contracts. In that regard, **H-GAC** will require **CONTRACTOR** to furnish data relative to any of its HUB subcontractors whose services are included in the **CONTRACTOR'S** contract with **H-GAC**. **CONTRACTOR** agrees to furnish such information when requested by **H-GAC**.

ARTICLE 33: PUBLICITY

Any publicity released by the **CONTRACTOR** giving reference to this **Contract**, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of **H-GAC**.

IN WITNESS WHEREOF, the parties have caused this **Contract** to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas:

Jack Steele, Executive Director

Date: _____, 20____

Signed for _____

Printed Name & Title: _____

Date: _____, 20____