



Neighborhood Centers Inc. is pleased to announce
Request for Proposal (RFP) #14-03 for

Web-based Issue Tracking Software System

**Interested Vendors can submit a proposal by
Thursday, July 17, 2014 by 12:00 PM (CST)**

Issued By:
The Procurement Department
Neighborhood Centers Inc.
3838 Aberdeen Way
Houston, TX 77025
www.neighborhood-centers.org

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LEGAL NOTICE

Neighborhood Centers Inc. (AGENCY), a non-profit human services organization, announces a Request for Proposal **(RFP) #14-03 for Web-based Issue Tracking Software System**. Interested Vendors can submit a proposal for Web-based Issue Tracking Software System. The deadline for submitting a proposal is **Thursday, July 17, 2014, by 12:00 p.m. (CST)**. To receive RFP #14-03, e-mail Ashia Brown, Supply Chain Manager, at abrown@neighborhood-centers.org.

NEIGHBORHOOD CENTERS INC. ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY.

Article I: RFP INFORMATION

Section 1.01 RFP #14-03 TIMELINE

Activity	Due Date
Request for Proposal (RFP) Available to Public	June 17, 2014
No Vendors Conference will be held	Email your questions only to abrown@neighborhood-centers.org
Questions to RFP Due	June 24, 2014 by 2:00 PM (CST)*
Answers to Questions Due	July 1, 2014
Responses to RFP Due	July 17, 2014 by 12:00 PM (CST)
Evaluations	July 21 – July 25 (2014)
Notify Selected Firm (Anticipated)	July 28 – August 1 (2014)
Begin Contract Negotiations (Anticipated)	August 4 – 8 (2014)

No questions may be asked of any AGENCY staff, except Ashia Brown, Supply Chain Manager, **from this time and date until the contract has been awarded. See Section 1.03 for contact information.*

Section 1.02 STATEMENT OF PURPOSE

The Request for Proposal (RFP) is a process by which AGENCY solicits Proposals to build a list of qualified Vendors that may be selected to enter into a contract with AGENCY.

Section 1.03 CONTACT INFORMATION

All communications regarding this RFP must be coordinated through:

Ashia Brown, Supply Chain Manager
Neighborhood Centers Inc.
3838 Aberdeen Way
Houston, TX 77025
Phone: (713) 558-6374
Fax: (713) 558-6325
abrown@neighborhood-centers.org

Proposals will be received at:

Mailing Address: Neighborhood Centers Inc.
Procurement Department
Ashia Brown
3838 Aberdeen Way
Houston, TX 77025

Delivery Address: Neighborhood Centers Inc.
Procurement Department
Ashia Brown
3838 Aberdeen Way
Houston, TX 77025

This RFP is issued and coordinated through:

The Procurement Department
Neighborhood Centers Inc.
3838 Aberdeen Way
Houston, TX 77025

Section 1.04 AGENCY'S HISTORY

Neighborhood Centers Inc. (AGENCY) provides services to children, families, and older adults in the communities where they live. By providing those we serve with stability, connectedness and access to opportunities, we are transforming entire neighborhoods as we're transforming lives. With a mission *"to bring resources, education and connection to emerging neighborhoods,"* Neighborhood Centers has employed a place-based, community-centered approach since its founding in 1907. A 501(c)(3) nonprofit agency, Neighborhood Centers has been recognized for innovation and programmatic excellence in community development. The Agency has a large geographic reach, serving more than 340,000 clients each year in 67 counties throughout the State of Texas. Over the years, Neighborhood Centers has demonstrated expertise in building systems and solving large-scale community challenges, particularly in distressed communities. Local Advisory Boards, Site Councils and Parent Committees provide input and feedback to ensure our programs are timely and responsive to the specific needs as expressed and identified in each community in which we operate.

Section 1.05 WORKFORCE SOLUTION'S HISTORY

Neighborhood Centers Inc. operates Workforce Solutions eleven (11) career office locations and functions as The Financial Aid Payment Office (FAPO) that handles the billing and payment functions for Workforce Solutions Vendors in the thirteen (13) counties in the Gulf Coast Workforce Development Area. Workforce Solutions, through a contract with the Houston-Galveston Area Council (H-GAC), helps employers solve their workforce problems by assisting residents in building careers, so both can compete in the global economy.

Article II: SCOPE OF SERVICES

The following information is provided to assist in understanding the scope of services needed. AGENCY is seeking the services of a highly skilled and qualified company that can provide expert and experienced service in the coordination of all aspects of this project. We wish to partner with a company that can demonstrate the highest level of support by performing these functions in an accurate and timely manner. Vendors should provide quality service along with dependable and reliable customer service.

Section 2.01 GENERAL INFORMATION

1. Neighborhood Centers Inc. (AGENCY) is seeking Web-based Issue Tracking Software System. A hosted system is preferred, although the system could be purchased and installed on AGENCY's server(s).
2. Written questions will be accepted through **June 24, 2014 by 2:00 PM (CST)**. Questions may be submitted via email, mail, hand delivery, courier, or fax. Submission of written questions will be the **ONLY** opportunity for vendors to ask questions about this RFP. An addendum will be prepared from the written questions and answers. This addendum will be posted on our website for public review. Questions concerning this procurement will not be accepted outside of this written question process.

Section 2.02 VENDOR REQUIREMENTS & SERVICES

Scope of Services:

Please provide pricing and information for:

1. Site access – Approximately 200 staff will need to access the system, including the ability to submit, edit, be assigned or actioned, work and close issues. Fifteen (15) Administrator licenses are needed for AGENCY staff to maintain users and system setup.
2. Technical Support – If system is hosted, tech support should address system outages or issues. If a purchased package, describe the level and cost of technical support to install, maintain and upgrade system.
3. Hosting – Briefly describe hosting capabilities and any pricing associated with hosting, storage space, etc.
4. System Capabilities- Briefly describe system capabilities including:
 - Issue submission – how can issues be entered to the system? System should be able to accept issues through manual staff entry and e-mail.
 - Attachments – issues should be able to accept attachments (documents/spreadsheets/pictures).
 - Issue assignment, auctioning, routing and tracking capabilities.
 - Reporting
 - Administration – how are users set up? What roles are available for users?
 - Locations – AGENCY operates five (5) program/locations that will utilize and operate this software. Issues cannot be mixed across program/locations. Separate instances of the vendor's software or the use of access restrictions and classifications of issues by

location are acceptable ways to solve this, although each program/location should be able to easily produce reports that show issues for only their program/location.

5. Set up web site – describe how staff users access the site and how customers may access the site to submit issues.

Locations:

1. Workforce Solutions – Coastal Bend – 5858 S.P.I.D Sunrise Mall, Corpus Christi, TX78412
(2 Licensed Users)
2. Workforce Solutions – Deep East – 2014 S. Wheeler Ste. 100, Jasper, TX 75951
(3 Licensed Users)
3. Workforce Solutions – Rural Capital – 1101 Arrow Point Drive Ste. 203, Cedar Park, TX 78613
(4 Licensed Users)
4. Workforce Solutions – East Texas – 4100 Troup Highway, Tyler, TX 75703
(3 Licensed Users)
5. Workforce Solutions – Houston (FAPO) – 12710 Bissonnet St., Houston, TX 77099
(3 Licensed Users)

Provide pricing per licensed user, per location, on an annual basis :

Location	Item	Price per Hosted License	Total Monthly Cost	Quantity	Extended Price
Coastal Bend	Hosted License - 3			12 months	
Deep East	Hosted License - 4			12 months	
Rural Capital	Hosted License - 2			12 months	
East Texas	Hosted License - 3			12 months	
Houston (FAPO)	Hosted License - 3			12 months	
Grand Total					

Article III: SOLICITATION INSTRUCTIONS AND PROPOSAL OUTLINE

Section 3.01 SOLICITATION INSTRUCTIONS

A. PROPOSAL REQUIREMENTS AND SUBMISSION

1. Proposals must be submitted in a complete proposal package containing all required supporting information and attachments. ***Any proprietary information should be clearly marked as confidential.***
2. Each Vendor must submit their proposal as follows:
 - a. **One (1) hard-copy original proposal with original authorized official signature (signature blue ink only).**
 - b. **Six (6) complete copies of the proposal and attachments submitted on CD or flash drives (USB) in a non-editable Adobe Acrobat (.pdf) format.**
3. Proposals must be mailed or hand-carried in a sealed envelope/package to AGENCY Procurement Department, 3838 Aberdeen Way, Houston, TX 77025. Proposals must be clearly marked on the outside with the Vendor's name, address, **RFP #14-03 Web-based Issue Tracking Software**, and date of submission.
4. Proposals must be received by AGENCY **no later than 12:00 PM (CST), on Thursday, July 17, 2014.** Proposals received after the deadline will not be accepted. Faxed submissions and postmarks are not acceptable.
5. Pages must be bound together, numbered consecutively with each section identified.
6. All costs incurred in the preparation of the proposal are the responsibility of the vendor and will not be reimbursed by AGENCY.
7. All information in the proposal package must be submitted and comprised in accordance with the Proposal Table of Contents.
8. Attach the most recent audit/financial statement.

B. PROPOSAL OUTLINE

1. **Table of Contents**
Include a Table of Contents as instructed in Article V.
2. **Transmittal Letter**
A brief letter introducing your company and your purpose or intent for submitting this proposal.
3. **Proposal Cover Statement (Form I)**
The Proposal Cover Statement with original signature of the authorized Representative attached to the original proposal must precede the narrative.

4. Company Narrative

State your company's mission, vision, and its overall operation including company structure, office locations, type of services provided, geographic information, years of operation, certificate of insurance and company requirements for *criminal background checks*, if any, for employees.

5. Vendors for Web-based Issue Tracking Software System.

Provide a detailed description for Web-based Issue Tracking Software System proposal as specified in Article II. Specify any additional services that will be provided by the Vendor.

6. Vendor's Experience

Describe your company's current or past experience in providing Web-based Issue Tracking Software System, including years in operation, skill level, experience, and opportunities for creativity and innovation in curriculum design. Please include a list of completed projects of similar size and scope as the project in this RFP and specify the location of the project, along with **three (3)** references.

7. Fiscal Management Information Narrative

Provide a brief description of your company's accounting system, internal controls, and invoicing.

8. Budget Information

Itemize the structure for Web-based Issue Tracking Software System, including delivery charges, and include any other fees not outlined in Article II.

9. Required Documents

Proposals must include the following required documents signed by the authorized representative:

- Proposal Cover Statement (Form I)
- Disclosure of Potential Conflict of Interest (Form II)
- Certification Regarding a Drug-Free Workplace (Form III)
- Certification Regarding Lobbying (Form IV)
- Certification Regarding Texas Corporate Franchise Tax (Form V)
- Certification Regarding State Assessment (Form VI)
- Certification Regarding Debarment (Form VII)
- Insurance Requirements (Form VIII)
- Notice of Intent to Submit (Form IX) - *This form will need to be faxed or emailed to AGENCY as soon as possible.*
- Other Attachments

Article IV: PROPOSAL REVIEW AND SELECTION

AGENCY reserves the right to accept or reject any or all proposals as may be deemed in the best interest of AGENCY. AGENCY will evaluate all proposals according to a set of criteria that is scored and then weighed as to importance in the overall evaluation process. Proposals will be evaluated only on information submitted in the proposals.

Section 4.01 EVALUATION FORM (See Section 3.01 for Details)

Evaluation Item	Points
Agency Overview	
• Company profile and structure (5)	10
• Geographic Information (5)	
Services	
• Budget, Pricing and Proposal Fees	30
• Response to Requirements/Request including background Checks	30
Vendor's Experience/Capacity to Provide Services	15
• Completed projects of similar size	
• References	
• Licenses, if applicable	
• Years of Operation	
Fiscal Management Information Narrative	15
Subtotal Points	100
MBE/WBE/HUB/SDVSB Description and/or Participation (Extra Points)	3
Community Involvement, with contact information (Extra Points)	2
TOTAL POINTS:	105

Article V: LIST OF PROPOSAL REQUIREMENTS

Proposals shall be complete and submitted in the following order:

1. Table of Contents
2. Transmittal Letter
3. Proposal Cover Statement (Form I)
4. Company Narrative
5. Proposal for **Web-based Issue Tracking Software System**
6. Vendor's Experience
7. Fiscal Management Information Narrative
8. Budget Information
9. Disclosure of Potential Conflict of Interest (Form II)
10. Certification Regarding a Drug-Free Workplace (Form III)
11. Certification Regarding Lobbying (Form IV)
12. Certification Regarding Corporate Franchise Tax (Form V)
13. Certification Regarding State Assessment (Form VI)
14. Certification Regarding Debarment (Form VII)
15. Insurance Requirements (Form VIII)
16. Notice of Intent to Submit (Form XI)
17. Fiscal Attachments
18. Company Brochure, if available
19. Other attachments

STANDARD TERMS AND CONDITIONS

ARTICLE VI: DEFINITIONS AND GENERAL PROVISIONS

Section 6.01 DEFINITIONS

Whenever the following terms are used throughout this document, the below definitions should be used for interpretation.

1. Addendum: A written document by AGENCY that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
2. Contract: A legally enforceable written agreement between AGENCY and the Vendor that defines Goods or Services to be performed.
3. Vendor: The person, firm or entity selling Goods or Services to AGENCY under a Contract.
4. Due Date: The date and time specified for receipt for Proposals.
5. Goods: Supplies, materials, or equipment.
6. Proposal: A complete, properly signed response to a Solicitation, which if accepted, would bind the Vendor to perform the resultant Contract.
7. Proposal Conference: A conference conducted by AGENCY’s Procurement Department, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
8. Proposals: Written responses to a Public Notice.
9. Vendor: A person, firm or entity that submits a Proposal in response to a Solicitation. An agent may represent any Vendor after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his/her own agency status.
10. Purchase Order: A legally binding document prepared by AGENCY’s Purchasing Department for the purchase of Goods or Services written on AGENCY’s standard Purchase Order form and which, when accepted by the vendor, becomes a Contract.
11. Request for Proposal (RFP): A document requesting an offer be made by a vendor to describe all terms and conditions of a purchase.
12. Services: Includes all work or labor performed for AGENCY on an independent contractor basis other than construction.
13. Solicitation: A request to vendors to make offers to AGENCY. As applicable, an Invitation for Bid (IFB), Request for Proposal (RFP), or a Request for Quotation (RFQ).
14. Subcontractor: A person, firm or entity in which a prime vendor contracts with for performance of all work or part of the prime vendor’s work.
15. Invitation for Bid: A written request for submission of a bid; also referred to as a bid invitation.

Section 6.02 STATEMENT OF NON-COMMITMENT

This RFP is not an offer to enter into an agreement with any Vendor; it is a request to receive Proposals from Vendors interested in providing Goods or Services to AGENCY. AGENCY reserves the right to reject all Proposals, in whole or in part. AGENCY will not have any obligation to a Vendor until it has entered into a Contract with the Vendor on terms and conditions satisfactory to AGENCY. AGENCY entering into negotiations with a Vendor, with respect to any Proposal or otherwise shall not be deemed to be an acceptance of such Proposal or Contract with the Vendor.

Section 6.03 MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE), SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVSB) AND/OR HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

AGENCY supports and encourages M/WBEs, SDVSBs and HUBs to solicit Proposals for current, existing, and future procurements. As a social service agency, AGENCY is committed to the opportunity of equal access by all segments of our community.

Section 6.04 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice will be acceptable. All interpretations of specifications shall be made on the basis of this statement.

Section 6.05 GOVERNING INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, AGENCY's interpretation shall govern.

Section 6.06 COMPLIANCE WITH RFP REQUIREMENTS

By submission of a Proposal, the Vendor agrees to be bound by the requirements set forth in this RFP. AGENCY, at its sole discretion, may disqualify a Proposal from consideration if AGENCY determines a Proposal is non-responsive and/or non-compliant, in whole or in part with the requirements set forth in this RFP.

Section 6.07 BINDING EFFECT OF PROPOSAL

Each Vendor agrees to and shall be bound by the information and documentation provided with the Proposal unless otherwise agreed in writing and signed by AGENCY's Chief Executive Officer, Chief Operating Officer or Director of Procurement and Contract Administration.

Section 6.08 RIGHT TO MODIFY, RESCIND OR REVOKE RFP

AGENCY reserves the right to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of AGENCY executes a Contract with the selected Vendor.

Section 6.09 DEBARMENT AND SUSPENSION

Pursuant to OMB Circular No. A-110 the Vendor shall comply with the non-procurement debarment and suspension common rule, "Debarment and Suspension." This common rule restricts sub-awards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article VII: SOLICITATION INSTRUCTIONS

Section 7.01 REPRODUCTION

If the Vendor obtains the RFP electronically via e-mail or on a computer disk, electronically scans, re-types or in some way reproduces any portion of the RFP in order to prepare a response, the Proposal must be submitted in hard copy according to the instructions contained in the RFP. If, in the Proposal, the Vendor makes any changes whatsoever to AGENCY's published RFP; AGENCY's RFP as published shall govern. Furthermore, if an alteration of any kind to AGENCY's published RFP is discovered before or after Contract is executed and is or is not being performed; the Contract is subject to immediate cancellation.

Section 7.02 VENDOR CONDUCT

No gratuities of any kind will be accepted including meals, gifts, or tips during this RFP process. Violation of these conditions will subject the Vendor to immediate disqualification from the Proposal process.

Section 7.03 PUBLIC DISCLOSURES

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of AGENCY.

Section 7.04 USE AND DISCLOSURE OF INFORMATION

If a Proposal includes proprietary data, trade secrets, or information the Vendor wishes to exclude from public disclosure, then the Vendor must specifically label such data, secrets, or information as follows: **"PRIVILEGED AND CONFIDENTIAL - PROPRIETARY INFORMATION."**

To the extent permitted by law information labeled by the Vendor as proprietary will be used by AGENCY only for purposes related to or arising out of the following:

1. Evaluation of Proposals
2. Selection of a Vendor pursuant to the RFP process
3. Negotiation and execution of a Contract, if any, with the selected Vendor

Section 7.05 OWNERSHIP OF PROPOSALS

All Proposals become the physical property of AGENCY upon receipt.

Section 7.06 BRAND NAME

Any catalog, brand name or manufacturer's reference used in the RFP is for descriptive purposes only (not restrictive), and is used to indicate type and quality desired. Proposals on brands of a like nature and quality will be considered.

Section 7.07 TAXES

AGENCY is exempt from local Sales Tax and Federal Tax. Do not include tax in the Proposal. AGENCY's Tax Exemption Certificate will be furnished upon Vendor's written request to AGENCY.

Section 7.08 GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. Vendor is further advised these requirements shall be fully governed by the laws of the State of Texas.

Section 7.09 PATENTS/COPYRIGHTS

The Vendor agrees to protect AGENCY from claims involving infringement of patents or copyrights.

Section 7.10 OVERCHARGES

The Vendor hereby assigns to AGENCY any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of AGENCY of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Section 7.11 SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product information in the Proposal. Literature, brochures, data sheets, specification information, and completed forms requested as part of the Proposal and any other facts, which may affect the evaluation and subsequent Contract award, should be included. Materials such as legal documents and contractual agreements, which the Vendor wishes to include as a condition of the Proposal, must also be in the Proposal.

Section 7.12 PRICING

Where unit pricing and extended pricing differ, the price that best benefits AGENCY, as determined by AGENCY, will prevail.

Section 7.13 QUANTITIES

The attention of the Vendors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals. Quantities ordered may be increased or decreased by AGENCY as deemed necessary during the Contract period.

Section 7.14 INSPECTIONS

AGENCY reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a Vendor fails to satisfactorily show an ability to perform, AGENCY can reject the Proposal as inadequate.

Section 7.15 VENDOR PRESENTATIONS & INTERVIEWS

Vendors may be invited to AGENCY to interview and present their goods and/or services. AGENCY will establish the format, time, date and location for presentations.

Article VIII: PROPOSAL EVALUATION PROCEDURES

Section 8.01 BASIS OF AWARD

The Vendor selected for award will be the Vendor whose Proposal, as presented in response to this RFP and as determined by AGENCY in accordance with the evaluation criteria set forth in this RFP, to be the most advantageous to us. AGENCY is not bound to accept the lowest priced Proposal.

Section 8.02 NEGOTIATION WITH VENDORS

Vendors submitting proposals may be afforded an opportunity by AGENCY for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to award for the purpose of obtaining best and final offers.

AGENCY may conduct negotiations with responsible Vendors who submit Proposals found to be reasonably likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting negotiations, AGENCY will not disclose information derived from Proposals submitted by competing Vendors, except as and if law requires disclosure.

Section 8.03 MODIFICATION OF PROPOSALS

All Vendors will be afforded the opportunity to submit best and final Proposals if:

- a) Negotiations with any other Vendor result in a material alteration to the RFP and
- b) Such material alteration has a cost consequence that could alter the Vendor's quotations regarding rates for Goods or Services.

Section 8.04 EVALUATION OF PROPOSALS

Submission of a Proposal indicates the Vendor's acceptance of the evaluation process set forth in this RFP and the Vendor's acknowledgment that subjective judgments may be made by AGENCY in regard to the evaluation process.

Article IX: INSURANCE

Section 9.01 REQUIRED COVERAGE

As a part of the Contract requirements, the Vendor must obtain, at its own cost and expense, and keep in force and effect during the term of this Contract the insurance coverage as specified on the Insurance Requirement Document (Form VII).

Section 9.02 EFFECT OF INDEMNIFICATION OBLIGATIONS

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Vendor in accordance with requirements set forth in the Contract.

Section 9.03 ADDITIONAL NAMED INSURED, SUBROGATION

With the exception of the Workers' Compensation policy, AGENCY shall be an additional named insured on all policies, and subrogation against AGENCY must be waived.

Section 9.04 CERTIFICATES OF COVERAGE

At least thirty (30) days prior to the Effective Date of the Contract, and at least thirty (30) days prior to the commencement of any renewal terms of the Contract, the Vendor shall furnish AGENCY's Director of Procurement and Contract Administration with certificates of insurance certifying that the Vendor carries the required insurance policies and coverage.

Section 9.05 NOTIFICATION OF CANCELLATION

Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30) day's prior written notice of modification or cancellation is given to AGENCY's Director of Procurement and Contract Administration. In the event the Vendor receives notice of modification or cancellation of any of the policies required under the Contract, then, prior to the effective date of modification or cancellation of the policy, the Vendor shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to AGENCY. If the Vendor fails to obtain such an insurance policy, AGENCY may immediately terminate the Contract without further notice to the Vendor.

Article X: TERMS AND CONDITIONS

Section 10.01 PRICES

Prices and/or rates will remain firm for the term of the contract. The pricing policy that you choose to submit must address the following concerns:

1. The structure must be clear, accountable and auditable.
2. It must cover the full spectrum of services required.
3. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or Purchase Order issued based on this Contract.

Section 10.02 TERMINATION WITH CAUSE

If, for any reason, the Vendor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, AGENCY shall thereupon have the right to terminate the Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this contract shall, at the option of AGENCY, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to AGENCY.

Section 10.03 TERMINATION WITHOUT CAUSE

AGENCY may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys,

drawings, models, photographs, reports, supplies, and other materials shall, at the option of AGENCY become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed which is usable to AGENCY. If the Contract is terminated by AGENCY as provided herein, the Vendor will be paid an amount which bears the same ratio to total compensation as the services actually performed compared to the total services of the Vendor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Vendor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

Section 10.04 AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm, any officer of the firm, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

Section 10.05 NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this Contract, AGENCY may purchase equivalent product on the open market. Any difference in cost between the Contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

Section 10.06 FORCE MAJEURE

The obligations of either party under this Agreement will be excused during periods of delay caused by acts of God, shortages of power or materials, or events which are beyond the reasonable control of the party with the obligation ("Force Majeure Event"). In the case of a Force Majeure Event, the party that fails to perform an obligation shall: (i) immediately notify the other party of the Force Majeure Event and its expected duration, and (ii) take all reasonable steps to perform its obligations as soon as possible. In the event the Force Majeure event continues for more than thirty (30) days, NCI may terminate this Agreement.

Section 10.07 MANDATORY USAGE REPORT

One of the primary goals in administering the Contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the Contract and to establish proper bonding levels if they are required. The integrity of future Contracts revolve around our ability to convey accurate and realistic information to all interested Vendors. The Vendor must furnish a quarterly report detailing the purchasing of all items on the Contract. The report must be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the Contract.

Section 10.08 FUNDING OUT

AGENCY shall have the right to cancel the Contract at the end of the current fiscal period if funds are not allotted for the next fiscal year. AGENCY may effect such cancellation by giving

the Vendor written notice of its intention to cancel not less than thirty (30) days prior to the end of the current fiscal period, stating the reason for cancellation. Upon cancellation of this Contract as provided in this Section, AGENCY shall not be responsible for the payment of any services received which occur after the end of the current contract period.

Section 10.09 RECORD KEEPING

The Vendor shall maintain records generated pursuant to Goods or Services rendered in accordance with the Contract for a period of at least three (3) years one hundred eighty (180) days following end of contract term.

Section 10.10 FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Vendor is to begin work prior to receipt of a AGENCY Contract executed by AGENCY's President and CEO or AGENCY Purchase Order executed by AGENCY's Director of Procurement and Contract Administration. The Contract and/or Purchase Order shall serve as the authorization to proceed with work in accordance with the Contract.

Section 10.11 TIME OF PERFORMANCE

The services of the Vendor are to commence after receipt of a Purchase Order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Services. The Vendor shall maintain any such schedule unless amended, in writing, by both parties.

Section 10.12 PERSONNEL

The Vendor represents that it has, or will secure at its own expense, all personnel necessary to perform the services required under this Contract.

All of the services required hereunder shall be performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under Federal, State and local law to perform such services.

None of the work or services covered by this Contract shall be subcontracted without prior written approval from AGENCY.

Section 10.13 ASSIGNMENT

The Vendor may not assign, sell or otherwise transfer the Contract without written permission of AGENCY.

Section 10.14 SHIPPING

F.O.B. destination; freight prepaid.

Section 10.15 DELIVERY

If delivery delay is foreseen, the Vendor shall give written notice to AGENCY. AGENCY has the right to extend the delivery date if reasons appear valid. The Vendor must keep AGENCY advised at all times of status of order.

Section 10.16 PRODUCT SUBSTITUTIONS

All items delivered during the Contract term shall be of the same type and manufacture as specified in the proposal unless written approval is given by the Director of Procurement and Contract Administration to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to approval.

Section 10.17 INDEPENDENT CONTRACTOR

Vendor will determine the method, details, and means of performing the above-described services. Vendor hereby represents that Vendor is and at all times shall remain an independent Contractor and neither Vendor nor any of Vendor's employees shall be considered employees of AGENCY. Nothing herein shall be construed as creating a relationship of principals, agents, a joint venture or partnership between Vendor and AGENCY.

Section 10.18 RIGHTS / BENEFITS

Vendor is not entitled to the rights or benefits afforded to AGENCY's employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Vendor is responsible for providing at Vendor's own expense, disability, unemployment, worker's compensation, and other insurance; training; permits; and licenses for Vendor and for Vendor's employees and Vendors, if any.

Section 10.19 VENDOR / EMPLOYEE

Vendor may, at Vendor's expense, use any employees as Vendor deems necessary to perform the services required of Vendor by this Agreement. AGENCY shall not control, direct, or supervise Vendor's employees or Vendors in the performance of those services.

Section 10.20 EXPENSES

It is recognized and agreed that in connection with the services to be performed for AGENCY, Vendor may be obligated to expend money for travel or other business expenses, including telephone expenses. Vendor shall be solely liable and responsible for payment of same, and shall indemnify and hold AGENCY harmless from all costs (including attorney's fees and expenses), demands, claims, damages, payments, judgments, or otherwise arising out of or related to claims made by any entity for payment for such expenses incurred.

Section 10.21 MATERIALS

Vendor agrees to furnish all reasonably necessary materials, tools, and equipment required in the performance of said work.

Section 10.22 LIENS / TAXES / ASSESSMENTS

Vendor shall have the full exclusive liability for payment of liens, taxes and assessments incurred by Vendor in connection with services provided by Vendor under this Agreement. AGENCY shall not be obligated to pay, and shall be promptly reimbursed by Vendor if AGENCY does pay any additional amount for bonds, benefits, taxes, penalties, or interest, if any, levied against AGENCY or Vendor by reason of any failure of Vendor to comply with the laws, rules or regulations of any taxing or governmental authority or the provisions of this paragraph, and Vendor shall indemnify and save AGENCY, its corporate affiliates, their

respective officers, directors, employees and agents free and harmless from payment of any and all such benefits, taxes, penalties, and interest.

Section 10.23 INDEMNIFICATION

The Vendor agrees that it shall indemnify and hold AGENCY, its corporate affiliates, their respective officers, directors, employees and agents harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Vendor, its employees, and invitees on or about the premises and which arise out of the Vendor's performance, or failure to perform as specified in the Contract.

Section 10.24 SEVERABILITY

If, for any reason, any provision or portion of any provision in the contract is held invalid, such invalidity shall not affect any other provision or portion of any provision not held invalid, and each such provision of the contract shall continue in full force and effect.

Section 10.25 ATTORNEY'S FEES

If any legal action is commenced or necessary to enforce or interpret the terms of this RFP, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

Section 10.26 LEGAL AUTHORITY

Each party warrants and assures that it possesses adequate legal authority to enter into a Contract. The governing body, where applicable, has authorized the signatory officials(s) to enter into a Contract and bind each party to the terms of the Contract and any subsequent amendments hereto.

Section 10.27 CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by AGENCY and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter.

- (a) Contract
- (b) Purchase Order
- (c) Request for Proposal

Section 10.28 DIRECT SERVICES

- (a) Vendor shall remove any employees from direct participant contact who is alleged to have committed child abuse or neglect; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct participant contact; however, the Vendor shall notify the Company of its intent to do so ten (10) working days prior to the reassignment. The Vendor must provide the reasons for the reassignment. If the employee is found to have committed any of the

offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with participants.

- (b) Vendor shall verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Tex.Rev.Civ.Stat. Ann. Art. 4476-15 as amended. This verification and disclosure will be required of all who have direct contact with participants.

Section 10.29 CONTRACT PERIOD

The Contract shall be valid for three (3) years. The Contract may be renewed for no more than two (2) one (1) year periods under the same terms and conditions. Agreement on each optional year must be in writing by AGENCY.

Section 10.30 CONTRACT TRANSITION

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

Section 10.31 VEVRAA and Section 503 (Discrimination)

VEVRAA and Section 503 (Discrimination) - This contractor and all covered subcontractor shall abide by the requirements of 41CFR Section 60-1.4(a) (7), 60-250.4 as amended (41 CFR 61-300) and 60-741.4, if applicable, 29 C.F.R. Part 471, Appendix A to Subpart A, **60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities and all individuals without regard to race, color, religion, sex, or national origin.**

Article XI: ALTERNATE DISPUTE RESOLUTION

Section 11.01 OFFICER TO OFFICER

A Senior Executive of AGENCY and of Vendor will arrange a prompt meeting, without legal representation, to make an honest effort to resolve the differences.

Section 11.02 MEDIATION

If the previous remedy does not resolve the dispute then the parties will enlist the services of a private organization recognized by the courts of the State of Texas to resolve the differences. The parties may engage legal representation.

Section 11.03 ARBITRATION

If a resolution is unattainable, the matter will be handed over for arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Costs for arbitration will be split 50/50 between AGENCY and Vendor.

Section 11.04 APPEALS PROCESS

An appeal may occur when a Vendor believes they were treated unfairly in the contract award process. All appeals must be handled in accordance with the following procedural guidelines:

1. Appeals must be submitted in writing within ten (10) working days from receipt of the letter of rejection to:

Chief Financial Officer
Neighborhood Centers Inc.
P.O. Box 271389
Houston, TX 77277-1389
2. The Vendor must base the appeal upon why they, rather than the Vendor selected for the award, deserve the contract.
3. The Vendor shall submit relevant information and any additional documentation requested by AGENCY's Chief Financial Officer to substantiate the basis for the Vendor's appeal.
4. Upon receipt of all requested documentation supporting the appeal, AGENCY's Chief Financial Officer will assess the appeal.
5. Notification of the action taken by AGENCY's Chief Financial Officer will be mailed to the Vendor.

Section 11.05 CONTRACT TYPE

A Contract that may result from this solicitation shall correspond with a Time and Materials contract as defined by TITLE 48--FEDERAL ACQUISITION REGULATIONS SYSTEM; CHAPTER 1--FEDERAL ACQUISITION REGULATION; PART 16 TYPES OF CONTRACTS; Subpart 16.6 Time-and-Materials, Labor-Hour, and Letter Contracts; Sec. 16.601 Time-and-materials contracts.

Section 11.06 PRE-AWARD DEBRIEFING OF OFFERORS

Vendors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

Section 11.07 POST-AWARD DEBRIEFING OF OFFERORS

A vendor, upon its written request received by the agency within three (3) days after the date on which that vendor has received notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

PROPOSAL COVER STATEMENT (FORM I)

COMPANY NAME _____
COMPANY STREET ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER _____ FAX NUMBER _____
CONTACT NAME _____ TITLE _____
EMAIL ADDRESS: _____ ALT. PHONE: _____
TYPE OF SERVICE/COMMODITY PROVIDED: _____
COMPANY STATUS: (Please circle) CORPORATION PARTNERSHIP INDIVIDUAL
PAYEE IDENTIFICATION NUMBER (EIN or Social Security #) _____
COMPANY'S PRIOR YEAR NET INCOME: \$ _____
TOTAL PROJECTED COST(S) OF PROPOSAL \$ _____

It is agreed by the undersigned vendor that the signed delivery of this Proposal represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions. Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal Contract with AGENCY.

Failure to sign this Non-Collusion Affidavit, or signing it with a false statement, shall void the submitted Proposal or any resulting Contracts, and the Vendor shall be removed from all Proposal lists.

By the signature below, the signatory for the Vendor certifies that neither he/she, the firm, corporation, partnership, nor institution represented by the signatory or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation, partnership or institution submitting a Proposal committed any other act of collusion related to the development and submission of the Proposal.

By signing this offer, the Vendor certifies that if a Texas address is shown as the address of the Vendor, Vendor qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 113.8.

Please mark "Yes" or "No" responses below with an X.

"Copies of Certification (s) Required"

COMPANY CLASS:	Women (WBE) Business Enterprise	Y		N		Minority (MBE) Business Enterprise	Y		N		Historically Underutilized Business (HUB)	Y		N		Service- Disabled Veteran Small Business (SDVSB)	Y		N	
CERT. NO.:																				

[The above table is for information and statistical use only.]

How did you hear about this RFP?

Neighborhood Centers Inc. ☐ Houston Chronicle ☐ Houston Business Journal ☐ Defender ☐
Voice of Asia ☐ The Greensheet ☐ Other _____

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.

Authorized Representative Signature

Authorized Representative Title

Date

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (FORM II)

If any of the following have a financial or other substantive interest** with Neighborhood Centers Inc. an attached detailed explanation of the relationship or benefit must be submitted with your Proposal:

- yourself
- immediate family *
- your partner
- any organization in which any of the aforementioned have a material financial or other substantive interest**

I certify that I have provided full disclosure of all relationships that may create a conflict of interest with Neighborhood Centers Inc.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

* Immediate Family is defined as any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity = spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree of consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

** Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization, or employed as an officer of an organization.

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FORM III)

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies that it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;
2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs;
3. Providing each employee with a written copy of the Vendor's Drug-Free policy;
4. Notifying the employees in the Vendor's policy statement that as a condition of employment under the Contract employee shall notify the Vendor in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying AGENCY within ten (10) business days of the Vendor's receipt of notice of the conviction of an employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Vendor's drug-free workplace policy.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING LOBBYING (FORM IV)

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

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

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

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

The undersigned shall require all subcontractors to certify and disclose accordingly.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING TEXAS CORPORATE FRANCHISE TAX (FORM V)

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- ☐ The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- ☐ The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: _____

Type of Business (if not corporation):

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Other

I.R.S Tax Number: _____

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING STATE ASSESSMENT (Form VI)

Proposers must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Proposers must also certify that they have no outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the corporation certifies that the following statements are true and correct and that making a false statement is a material breach of contract and grounds for contract cancellation.

The corporation certifies, by checking the boxes below, that:

- ☐ It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- ☐ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Signature

Name of Proposer's Organization

Typed Name & Title

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS (FORM VII)**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

INSURANCE REQUIREMENTS (FORM VIII)

- A. Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 Products & Completed aggregate
- \$1,000,000 Personal & Advertising Injury
- \$ 50,000 Fire Liability
- \$ 5,000 Medical Payment

- B. Workers' Compensation and Employers Liability

Workers' Compensation	State Statutory Limits
Employers' Liability – each person	\$1,000,000
Employers' Liability – Disease Policy limit	\$1,000,000
Employers' Liability – Disease each person	\$ 100,000

- C. Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purposes as a "A-" or better whose policies cover risks located in the State of Texas.

All policies, except Workers' Compensation, must include:

- A. Punitive Damage Coverage
- B. Primary and Non-Contributory Wording
- C. Cross Liability Coverage and Severability Endorsements

All policies shall endorse AGENCY as Additional Insured, with a Waiver of Subrogation, and a thirty (30) day notice of cancellation, material change or non-renewal in favor of AGENCY. If Vendor fails to obtain insurance policies required, AGENCY may immediately terminate the Contract without further notice to the Vendor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Vendor in accordance with requirements set forth in the Contract.

The undersigned authorized representative of the entity subcontracting herein certifies that the above stated insurance requirements can and shall be obtained by the entity upon notification of contract award and submitted to AGENCY prior to start date of contracted services. The undersigned further certifies that this same insurance will be maintained in effect at all times during full term of Contract.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

NOTICE OF INTENT TO SUBMIT (FORM IX)

Dear Prospective Vendor:

RE: RFP #14-03 Web-based Issue Tracking Software System.

To keep our mailing lists current and avoid the wasteful mailing of Public Bids to disinterested parties, a reply to this form is requested. Please return this form via fax to the Supply Chain Manager, Ashia Brown at 713-558-6325.

Return this form whether or not you intend to participate. An AGENCY Procurement Department employee will contact each Vendor that has not returned this completed form to ensure that interested Vendors have received the Public Bid.

_____ Company Name		_____ Contact Name	
_____ Mailing Address		_____ Street Address (if different)	
_____ City	_____ Zip Code	_____ City	_____ Zip Code
_____ Phone Number		_____ Fax Number	
_____ E- Mail Address			

Company Type <u>Mark One "X"</u>			
Individual: _____	Corporation: _____	Sole Proprietorship: _____	Incorporated: _____
Partnership: _____		Other: _____	

Business Classification <u>Mark all that Apply with an "X"</u>	
WBE Women Owned Business Enterprise: _____ MBE Minority Business Enterprise : _____ HUB Historically Underutilized Business: _____ SDVSB Service Disabled Veteran Small Business _____ Other: _____	
** Submit Certificate with Application**	
<i>Neighborhood Centers Inc. (AGENCY) does not award contracts on the basis of race, national origin, or gender. AGENCY encourages Small and Historically Underutilized Businesses to seek procurement opportunities.</i>	

Mark **one** of the following:

_____ We **do** plan to respond. _____ We **do not** plan to respond.

Reason if 'do not': _____

Mark **one** of the following:

_____ We **wish to remain** in database. _____ We **wish to be deleted** from database.