

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
REQUEST FOR PROPOSALS
FOR
CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT**



SAMPLE

Environmental Department

June 3, 2024

PORT OF HOUSTON AUTHORITY

REQUEST FOR PROPOSALS

FOR

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

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Environmental Department

June 3, 2024

INSTRUCTIONS TO RESPONDENTS
TO REQUEST FOR PROPOSALS

1. Information Requested

- a. **Provide All Information and Use the Forms:** The proposal Response form must be properly executed at all required locations. All blanks on the proposal Response form and all required documents must be filled in and provided in the order listed in order for the Response to be considered complete. Any missing information may cause the Response to be considered non-responsive.
- b. **Don't Change the Forms:** No additions, deletions, qualifications or changes in phraseology should be made by the Respondent on, in or to the proposal documents themselves or any form required to be provided as part of the Response.
- c. **Explanations:** Explanations which are not intended as limitations or changes in the Response may be included separately with the Response so long as such explanations are made on a separate document designated as such, in writing and signed by the Respondent.
- d. **Ownership of Response Materials:** Responses to this request and other materials submitted shall become the property of the Port of Houston Authority ("PHA") and will not be returned.
- e. **Response:** Respondents should clearly understand that the PHA neither desires to nor will participate in protracted negotiations regarding a written agreement. PHA's proposed contract is contained in Section V of this RFP. Respondents may, in their Response, suggest revisions to PHA's proposed contract, however, suggested provisions deemed by PHA to be less attractive or unacceptable may result in lower evaluation scores or disqualification of a Response.

2. Communication with PHA

- a. **Before Receipt of Responses:** Communication with the PHA shall be through PHA's BuySpeed eProcurement System ("BuySpeed"), which is set forth on the Request for Proposals form, and shall be within the time limits set forth in this Instructions to Respondents. Your questions and PHA's responses will be posted on BuySpeed. BuySpeed is accessible at: <https://buyspeed.porthouston.com>.
- b. **After Receipt of Responses:** PHA reserves the right to contact any Respondent for clarification after responses have been received. Except as provided in the Standards for Employee Interaction with Interested Parties ("Standards") and/or in accordance with the Procurement Policy approved by the Port Commission, Interested Parties shall not communicate with Port Authority employees or Port Commissioners regarding their proposals or bids during the period commencing on public issuance of a solicitation and ending when the Port Authority posts public notice of the agenda for the meeting during which the solicitation is scheduled for Port Commission action. Any Respondent who violates this no-lobbying rule, or otherwise violates PHA's Standards, may have his or her Response disqualified.

3. Non-Discrimination Mandate

It is the long-standing policy of Port Houston to prohibit discrimination based on race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law, in all operations at Port Houston, including the award of, or participation in, Port Houston contracts. Port Houston will not participate in any program, award contracts to, nor conduct business with, any individual or entity that is found to knowingly discriminate against persons on the basis of race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law. The successful Respondent will contractually agree that it: (i) is aware of this Non-Discrimination Mandate; (ii) verifies that it does not have any practice, policy, guidance, or directive that discriminates based on race, color, sex, religion, national or ethnic origin, age, disability, or any other status protected by applicable law; and (iii) it will not during the term of this Agreement knowingly discriminate based on race, color, sex, religion, national or ethnic origin, age, disability, or any other status protected by applicable law.

4. Evaluation of Responses and Award of Contract

a. **All Rights Reserved:** This Request for Proposal is not to be construed as a contract or a commitment of any kind, nor does it commit PHA to pay for costs incurred in the submission of a Response or costs incurred prior to the execution of a formal contract. PHA reserves the right to accept or reject any or all Responses, and waive formalities to best serve the interests of PHA. Moreover, in case of ambiguity or lack of clearness in any Response, PHA reserves the right to consider the most advantageous construction of, or to reject, the Response. By way of example only:

- Responses not conforming exactly to the proposal documents may be rejected.
- Responses not incorporating PHA forms required by the proposal documents may be rejected.
- Responses which, in the opinion of PHA, contain extreme variations (with respect to the overall price or the price of individual item / items) from the engineer's or designer's estimate or from other Responses received, may be rejected.
- If more than one Response from an individual, firm, partnership, corporation, or joint venture, or combination thereof under the same or different names is submitted, all such Responses may be rejected.
- PHA may cancel the entire Request for Proposals.
- PHA may issue a subsequent Request for Proposals.
- PHA may remedy technical errors in the Request for Proposals or the Request for Proposals process.
- PHA may waive formalities and irregularities.

b. **Errors in Response Price:** Errors in extensions of unit prices and addition errors are subject to correction by PHA. In the case of a mathematical error in the extension of the unit price, the unit price shall govern and the total extended price and total proposed price shall be recalculated.

c. **Fatal Error:** Proposals may be immediately rejected that contain errors that are deemed uncorrectable. The following are deemed uncorrectable errors (fatal errors):

- Late bids
- No bond or bid security (if applicable)
- No dollar amount specified
- Debarred vendor

Procurement Services will determine whether the error is fatal.

d. **Evaluation of Proposal Response:** The Port Commission, as the governing body of PHA, has determined that a Request for Proposals is the procurement method that will provide the best value to PHA for this Project. Proposals will be evaluated according to the following general guidelines and stated evaluation factors.

Respondents must be registered in BuySpeed to do business with Port Houston prior to submitting the response package to Procurement Services. Failure to timely register in BuySpeed may result in not being considered for award.

Each Respondent's proposal shall remain valid for a time period specified in Part A of the Request for Proposals unless an extension of time is mutually agreed by PHA and the Respondent before the end of that time period.

Negotiations may be entered into with Respondents who have provided valid references and whose proposals are responsive and complete. PHA may negotiate with Respondents any factors deemed helpful in making the final determination of best value, including detailed scope of services, proposed solution components, and project timelines. Revisions of proposals may be permitted before award of the contract. PHA, before final selections, may invite one or more Respondents to present their proposals by personal interview at a time and place designated.

The preliminary evaluation team will recommend for Port Commission approval the Respondent whose Response provides the best value in consideration of evaluation factors set forth in the Request.

At the discretion of the evaluation team or upon the request of the Port Commission, the next one or two most highly evaluated Respondents will also be presented.

Unless it elects to reject all proposals, the final selection of a Respondent will be made by the Port Commission meeting in public session. The Port Commission may additionally determine the next one or two most highly evaluated Respondents. Contract negotiations between PHA and the selected Respondent must be completed before the award date.

If PHA is unable to negotiate a contract with the selected Respondent that is satisfactory to PHA in its discretion, PHA shall formally, and in writing, end negotiations with that Respondent. PHA may then designate the next remaining proposal that offers the best value for PHA.

While price is an important evaluation factor in this Project, price is not the sole evaluation factor that will be considered. The evaluation criteria and relative weights or relative importance of price and all other factors of evaluation that will be considered by PHA in evaluating each Response are stated in Part B of the Request for Proposals, and will be evaluated in conjunction with the explanations of the evaluation of criteria set out below.

In determining whether a proposal offers the best value to PHA, PHA reserves the right to reject the Response of any Respondent(s) it considers to be not “responsible” to perform the Project. In determining whether a Respondent qualifies as “responsible” (i.e., eligible for award), a number of factors, including but not limited to the following, may be considered. A responsible Respondent must:

1. have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
2. have a satisfactory record of performance;
3. have a satisfactory record of integrity; and
4. have the necessary facilities, organization, experience, authorizations, technical skills, and financial resources to fulfill the terms of the contract for the Project.

In addition to providing all of the documents and information requested in this solicitation, a Respondent shall, when requested by the Port Authority, provide additional evidence that the Respondent satisfies the above criteria. Failure to provide such evidence (when requested) may result in the rejection of a proposal.

The Port Authority may review the veracity of information including, but not limited to: disqualification from bidding; claims asserted; default, termination, abandonment, or other failure to complete; surety performance; license suspension/termination; party to litigation or other dispute resolution; declaration of bankruptcy; conviction of felony (collectively, “Background Matters”). Information provided by the proposer or discovered by the Port Authority regarding Background Matters may be taken into consideration and may result in rejection of the proposal for non-responsibility and the withholding of an award under this solicitation.

Responses rejected due to non-responsiveness and responses from entities considered not “responsible” will not be scored. The remaining responses (the “Eligible Responses”) will be scored as follows:

Explanation of Proposal Evaluation Criteria

The Price criterion will be evaluated as follows:

- The Eligible Response with the lowest proposed price (the “Lowest Eligible Price”) will receive the maximum number of the points available in the Price category.
- For each remaining Eligible Response, PHA will score Price based on the following formula:

$$\text{Price Score} = (\text{Available Price Points}) \times \frac{(\text{Lowest Eligible Price})}{(\text{Respondent's Price})}$$

- The lowest possible score is zero points.
- Calculated Price scores will be rounded to the nearest hundredth (i.e., second decimal place).

The Respondent criterion includes the following:

- Quality of Respondent's goods and services
 - Respondent's reputation
 - Respondent's demonstrated ability and qualifications to successfully perform work of this size, scope and complexity, including references that show that Respondent has successfully provided the goods and services to others
- The Respondent's past performance on projects for Port Houston and other entities
- Respondent's demonstrated understanding and acceptance of the scope of work
- Qualifications and experience of assigned personnel in services or projects like this Project
- Availability of other resources, including staffing capabilities and location of facilities

The Benefit to PHA criterion includes the following:

- The extent to which services, including available service options and solutions proposed meet the PHA's needs.
- The total long term cost to acquire goods or services.

The Overall Compliance with PHA Policies and Instructions criterion includes:

- Full completion of the proposal Response form and submission of the items required by the proposal documents, including, but not limited to, all items set forth in Section C of the proposal Response form, and including addenda, if any.
- Understanding and acceptance of PHA's contract requirements.
- Transparency of all fees.
- Response acceptably presented in terms of clarity, conciseness, organization, and appearance.

The Small Business Participation criterion (Dollar amount and/or percentage of this proposal which will be performed by Enrolled small businesses) and scoring includes the following:

- A small business is a firm for which the gross revenues or number of employees averaged over the past three (3) years, inclusive of any affiliates as defined by 13 C.F.R. Section 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and for which the net worth of each owner does not exceed \$1,320,000, excluding principal residence and the value of the small business.
- Small Business scoring is explained in more detail in the pre-proposal meetings; therefore attendance by Respondents at any offered pre-proposal meeting is strongly encouraged. Information about Small Business scoring may also be obtained by contacting the Port Authority's Small Business Program staff.
- To receive points for small business participation, small business companies (prime and subcontractors) must be enrolled in the Port Authority Small Business Development Program at the time of submission of the Response. (A company that is so enrolled is referred to in these

Instructions as a “Port Authority-Enrolled Small Business.”) In order for a joint venture to receive credit as a small business, the joint venture itself must be enrolled in the Port Authority Small Business Development Program at the time of submission of the Response.

- Subject to the above requirements, the Small Business Participation criterion shall be scored as follows:
- **Part B for the Request for Proposal form will include** which Small Business scoring method will be used for the individual contract: the “**Target Percentage**” scoring method or the “**SB-Prime Basis**” scoring method. The different scoring methods are set out below.

“**Target Percentage**” scoring method:

- Responses submitted by Port Authority-Enrolled Small Businesses will receive a minimum of two-thirds of the points available for Small Business Participation. By way of example, if 15 points are available for Small Business Participation, that small business Respondent will receive a minimum of 10 points for Small Business Participation. If that small business Respondent subcontracts any portion of the work to a Port Authority-Enrolled Small Business subcontractor, the Respondent will receive the remaining points available for Small Business Participation. By way of example, if 15 points are available for Small Business Participation, the small business Respondent who subcontracts any portion of the work to a Port Authority-Enrolled Small Business subcontractor will receive the remaining 5 points, for a total score of 15.
- Each Response submitted by a company that is not a Port Authority-Enrolled Small Business will receive the percentage of the points available for Small Business Participation corresponding directly to the ratio of the percentage of the work to be performed by Port Authority-Enrolled Small Business subcontractors compared to the Small Business Target Percentage for this project set forth in Part B of the Request for Proposals, according to the following formula:

$$\text{Small Business (SB) score} = \frac{(\text{Proposed Subcontract SB Participation \%}) \times (\text{Available SB Points})}{\text{SB Target \%}}$$

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- Calculated scores will be rounded to nearest whole numbers.

- “**SB-Prime Basis**” scoring method: Responses submitted by Port Authority Enrolled Small Businesses will receive all of the available Small Business Points. Respondents that are not Enrolled Small Businesses receive no Points for Small Business participation. No points are received for Small Business subcontractor participation.

e. **Requirements for Contract:** A contract is not binding until it is approved by the Port Commission of the Port of Houston Authority voting in public session, executed by both PHA and the Respondent, and the availability of funds required by the contract is certified by the appropriate financial officer of PHA. If selected, the Respondent is required to execute the contract and supporting documents, and provide all required insurance certificates and PHA insurance forms, and return them to PHA within ten (10) calendar days after receipt of the Contract. If the Respondent fails to meet the ten (10) day requirement, PHA may rescind the award.

f. **Validation:** PHA reserves the right to require Respondents, at their expense, to validate claims made concerning capabilities, performance, service features, and any other Respondent claims. Validations shall be in the form of references, personal interviews, demonstrations or any other relevant method PHA deems appropriate.

g. **Notice of Delegation and Delegation Limits:** The Port Commission has authorized the executive director of the Port Authority, or an authorized representative of the executive director, to make routine purchases or contracts in an amount not to exceed \$100,000 without obtaining award or approval from the Port Commission.

5. Proposal Documents:

Copies of the proposal documents, including the contract documents, forms for information required as part of the Response, and PHA policies, can be downloaded from BuySpeed or may be examined at the PHA's Procurement Services Department office. It is the responsibility of each Respondent to ascertain that they have a complete set of the proposal documents, and to check BuySpeed prior to submitting their Response to determine that they have received all Addenda.

a. **Errors in Proposal Documents:** PHA recognizes and the Respondent must recognize that the proposal documents may contain errors, omissions and discrepancies. Before submitting its Response, the Respondent is advised to carefully study and compare the various proposal documents, including the sample contract, any information furnished by PHA, and any existing conditions related to the Services and shall observe conditions at the PHA locations (if applicable). Each Respondent is obligated to notify PHA in writing of any errors, omissions, inconsistencies or other problems it discovers in the proposal documents. Such notification shall be provided to PHA, by posting on BuySpeed, by 5:00 P.M. Central Standard Time, on the 7th calendar day before the Response opening date so that the problem can be resolved and all Respondents can be notified of the resolution and, where appropriate, an Addendum issued and posted on BuySpeed. Any such problem not brought to the attention of PHA prior to submission will be subsequently resolved by PHA in a manner solely within the discretion of PHA. Any such resolution shall not give rise to a claim for additional compensation or claim for damages by a Respondent.

b. **Interpretation of Proposal Documents:** Respondents in doubt as to the meaning of, desiring further information regarding, or desiring further interpretation of the Contract Documents or any other proposal document must make request for such information in writing to PHA, by posting on BuySpeed, by 5:00 P.M. Central Standard Time, on the 7th calendar day before the Response opening date. Answers to all such requests will be given in writing to all Respondents by posting on BuySpeed and if the issue resolution results in a change in the requirements of the Project, an Addendum will be posted on BuySpeed. No other explanation or interpretation will be considered official or binding on PHA.

c. **Substitute Materials:** Where materials or products are specified by brand name, trade name, or manufacturer, only products of those named manufacturers are acceptable unless equal materials or products of other manufacturers are approved in writing by PHA before submittal of Responses. Therefore, submittal of proposed substitutes must be received in the office of the Port Authority, by email, mail and/or deliver to: **PORT OF HOUSTON AUTHORITY**, Executive Office Building, Attn: Procurement Services – Bid Receipt, 111 East Loop North, Houston, Texas 77029, procurement@porthouston.com **by 5:00 P.M. Central Standard Time, on the 7th calendar day before** the Response opening date. PHA will respond to each request in writing by posting on BuySpeed to the company or person requesting the proposed substitute. If a proposed substitution is approved, PHA will issue an Addendum posted on BuySpeed noting the approval. The judgment of the equality of materials or products rests solely with PHA, and its decision shall be final.

6. Quantities:

The quantities shown on the Price Form and other proposal documents are estimates and are for comparison of Responses only, and while such quantities are believed to be reasonably accurate, PHA does not guarantee their accuracy. The Respondent must make its own take-off and base its price or prices on the results thereof.

7. Financial Statements:

Respondents may be required to provide additional information, including their latest audited financial statements.

8. Withdrawal of Response:

Any Respondent may withdraw its Response by submitting a request to withdraw its Response in writing to the Director of Procurement Services of PHA prior to the deadline for receipt of Responses.

9. Collusion:

Any or all Responses may be rejected if there is reason to believe that collusion exists among the Respondents, and no party to such collusion will be considered in future PHA solicitations.

10. Conflicts of Interest:

All Respondents, vendors, contractors, and their officers, employees or agents are positively forbidden to give or lend money or other thing of value to PHA, any Port Commissioner, or any officer, employee or family member of those mentioned above.

Should any of the above enumerated persons connected with PHA have a direct or indirect monetary interest in the Respondent's company or parent company, then such interest and the extent thereof must be divulged in writing to PHA with any Response submitted.

11. Visitors to PHA Executive Office Building (not applicable)

12. Business Equity in Port Authority Procurements

a. Port Houston promotes business opportunities for all sectors of the community, and recognizes the importance of vendor and supplier diversity in its contracts. In support of that effort and to encourage participation of diverse businesses, Port Houston has established an organizational goal of 35% small business participation in its Small Business Development Program (SBDP) and an aspirational goal of 30% minority- and woman-owned business enterprise (MWBE) participation in its MWBE Program in Port Houston prime contracts and subcontracts. The SBDP and the MWBE Program are collectively referred to herein as "Program."

b. All dollars awarded and committed to Enrolled small businesses count toward Port Houston's SBDP organizational goal, regardless of whether the individual solicitation includes evaluation credit for small business status or participation. All dollars awarded and committed to Enrolled MWBEs count toward Port Houston's annual aspirational MWBE goal, regardless of whether the individual solicitation includes evaluation credit for MWBE status or participation.

c. The successful Respondent shall enter into a contract with Port Houston which contains contractual requirements related to the Program. A sample of the contract that will be used is included in this procurement solicitation package.

d. **Reporting Requirements.** The successful Respondent is required to comply with all applicable Port Houston SBDP and MWBE Program requirements. Port Houston will monitor Respondent's efforts regarding ALL subcontractors and suppliers during the performance of the Contract. B2GNow is the online system used by Port Houston to monitor compliance with the requirements of the SBDP and MWBE Programs (including meeting any S/MWBE participation requirements). The successful Respondent is required to use this online system to report payments made to ALL subcontractors and suppliers. Small business and MWBE subcontractors and suppliers are required to confirm monthly payments, including progress payments, through the online system. The successful Respondent is responsible for ensuring all S/MWBE subcontractors and suppliers have verified all payments, resolved any payment disputes, and updated contact information.

e. **Aspirational Efforts.** Port Houston encourages Respondents to:

1. Place qualified small businesses and MWBEs on subcontractor and supplier solicitation lists.
2. Attempt to solicit small businesses and MWBEs whenever they are potential participants in the work.
3. Divide total work requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs.

4. Establish delivery schedules, where requirements permit, which encourage participation by small businesses and MWBEs.
5. Use the services and assistance, as appropriate, of the Port Houston Business Equity Division in such aspirational efforts.

f. **Completing the Work Breakdown Form.** The Work Breakdown Form (Attachment 07 to this procurement solicitation package) on which Respondent is required to list all proposed subcontractors and suppliers is also the form used to supply information regarding small business and MWBE participation (prime contractor, subcontractors, and suppliers). **This form must be filled out and returned with the Bid/Proposal Response.** Failure to submit this information or to comply with instructions thereon may be the basis for rejection of a proposal Response by Port Houston. The submission of such subcontractor and supplier information does not create any contractual relation between Port Houston and any subcontractor or supplier.

g. Information about the SBDP and the MWBE policies and programs may be found on the Port Houston website (<https://porthouston.com/business-equity-enrollment/>). A link to the B2GNow system may be found on Port Houston's website (<https://porthouston.smwbe.com/>).

13. State of Texas Authorized; No Assignment

Respondent must be authorized and validly existing under the laws of its state of organization. Any Respondent selected for award of this project must be authorized by the State of Texas to conduct business in Texas at the time of entering into its contract with PHA. If a selected Respondent is not so authorized by such time (such time being subject to the Requirements for Contract set out in these Instructions), PHA reserves the right to rescind the award. No Respondent may assign its rights or obligations under the proposal to any other party.

14. Former PHA Employee

Article V, Section F(3) of the PHA Code of Ethics (available at [Policies, Procedures & Standards - Port Houston](#)) provides that PHA must receive specific approval from the Port Commission before entering into any contract (other than a contract subject to competitive bids) with any Person employing or represented by a Former Employee, who has been, within the preceding 12-month period, an Employee of PHA, if the contract relates to a matter for which the Employee had responsibility while representing PHA.

In order to ensure compliance with the Code of Ethics, Respondent must provide a list, on the form provided by PHA, of the names of any employees of Respondent who have been, within the preceding 12-month period (calculated from the date of Respondent's Response), an employee of PHA.

15. Vendor Debriefing

The Port Authority has a Vendor Protest Procedure, which may be found on its website. Interested Parties and Protesting Parties, as defined therein, may request debriefings on the Port Authority's evaluation of their bids or proposals, in accordance with that Procedure. The Vendor Protest Procedure also sets out the circumstances and process under which a Protesting Party may protest an award.

16. Security Management System

The Port Authority has developed a Security Management System (SMS). As part of the SMS, the Port Authority has adopted a Security Management Policy and has developed security management programs. The Proposer shall adhere to the policy and programs of the SMS and provide information to the Port Authority in the form and at the times requested by the Port Authority in furtherance of such policy and programs.

17. Environmental Management System

Respondent shall comply with all applicable federal, state, and local environmental laws, regulations and procedures. The Port Authority has developed an Environmental Management System (EMS) based on the ISO 14001 standard. As part of the EMS, the Port Authority has adopted an environmental policy with commitments to pollution prevention, environmental, continual improvements, and environmental stewardship. Respondent shall adhere to such policy and programs, as applicable, and provide information to the Port Authority in the form and at the times requested by the Port Authority.

18. Disclosure Requirements

Government Code section 2252.908 (Disclosure of Interested Parties) imposes disclosure and filing requirements, implemented by the Texas Ethics Commission (TEC), on the Port Authority and its contracting parties. Before entering into a Port Authority contract, change order, or amendment that requires a vote or action by the Port Commission, the contracting party must complete and return a Certificate of Interested Parties form (Form 1295) and certification of filing to the Port Authority at the time the contracting party submits the signed contract, change order, or amendment to the Port Authority. The contracting party will be contacted by the Port Authority after contract award to initiate this process. For more information concerning the disclosure requirements, please visit TEC at: <https://www.ethics.state.tx.us>

19. Contracting Information

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement solicitation, and the contractor or vendor, or the bidder or proposer (as applicable) agrees that a contract resulting from the solicitation can be terminated if the contractor, vendor, or service provider (as applicable) knowingly or intentionally fails to comply with a requirement of this subchapter. Subchapter J, Chapter 552, Government Code, requires an entity contracting with a governmental entity to: (1) preserve all contracting information related to the contract for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.



PORT OF HOUSTON AUTHORITY Request for Proposals

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

For detailed instructions regarding the completion of the Request for Proposals form and other related forms, or the submission, evaluation, or ranking of proposals, see Instructions to Respondents.

For the Project set forth below, the Port of Houston Authority is accepting Proposals.				
PART A: Project Information				
Project Name:		CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT		
Project Description:		PHA is seeking responses to this RFP for a qualified air quality consultant to assist PHA's Environmental Affairs Department ("EAD") with preparing and updating the Port Houston Clean Air Strategy Plan (CASP) 2021 Update. .		
Copies of specifications, contract and other proposal documents for this procurement can be downloaded from PHA's BuySpeed eProcurement System ("BuySpeed"), accessed at: https://buyspeed.porthouston.com .				
Project Manager:		Kenneth Gathright		
Bid / Proposal Security (5% of greatest amount bid / proposed, unless another amount is set out in Attachment 01, Exhibit A – Price Exhibit): <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required				
Pre-Bid / Proposal Conference:	6/5/24	10:00 a.m.	Place:	Held via Teams. Instructions posted on BuySpeed.
Site Visit: <input checked="" type="checkbox"/> None Scheduled	N/A	N/A	Place:	N/A
Response Due Date:	6/18/24	11:00 a.m.	Place:	See Proposal Response Form
<p>The Response and all required documents shall remain valid for a period of one hundred twenty (120) calendar days after the Response Due Date. Information in Proposals may not be publicly disclosed until the contract is awarded. The Port Authority reserves the right to reject any or all Responses.</p>				

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PORT OF HOUSTON AUTHORITY
Request for Proposals

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

For detailed instructions regarding the completion of the Request for Proposals form and other related forms, or the submission, evaluation, or ranking of proposals, see Instructions to Respondents.

PART B: Proposal Evaluation Criteria And Weight		Relative Weight %
See Instructions to Respondents for explanation of evaluation criteria		
1.	Price	25
2.	Respondent	40
3.	Benefit to Port Authority	20
4.	Overall Compliance with Port Authority Policies and Instructions	5
5.	Small Business Participation Small Business scoring will use "SB-Prime" Basis. See Instructions to Respondents for further explanation regarding scoring Small Business participation	10
TOTAL		100
PHA will evaluate proposals as necessary to select the proposal that offers the best value for PHA based on the evaluation criteria.		
PART C: Additional Requirements (if Awarded a Contract) and Information		
Bonds Required: <input type="checkbox"/> Statutory Performance <input type="checkbox"/> Statutory Payment <input checked="" type="checkbox"/> None		
The Services are to be completed: <input type="checkbox"/> within three hundred sixty five (365) calendar days from the Purchase Order date. <input type="checkbox"/> no later than enter objective. <input checked="" type="checkbox"/> according to the stated Term of the Services Agreement		
Questions and Clarifications: All technical questions and requests for clarification pertaining to the proposal documents shall be submitted, at least seven (7) calendar days before the Response is due, using BuySpeed. For general questions regarding business with Port of Houston Authority: Procurement Services: 713-670-2464		

SAMPLE

Dated this June 3, 2024

Trae Camble

Trae Camble
 Director of Environmental Affairs

Tanika Chukwumerije

for Yvette Camel-Smith
 Director of Procurement Services

PROJECT SUMMARY
AND
ADDITIONAL PROPOSAL INFORMATION

The Port of Houston Authority of Harris County, Texas (Port Authority), an independent political subdivision of the State of Texas, is seeking proposals for a qualified consultant to assist with analysis of Port Houston’s emission reduction strategies and prepare a report to reference recommended strategies, for the Port Authority’s offices and terminals in Harris County, Texas. The Port Authority is seeking to enter into a contract for a period of one year.

PROJECT SUMMARY

Port Houston is seeking a qualified air quality consultant to assist PHA’s Environmental Affairs Department (“EAD”) with preparing and updating the *Port Houston Clean Air Strategy Plan (CASP) 2021 Update* (https://www.porthouston.com/wp-content/uploads/2022/11/2021-Clean-Air-Strategy-Plan-Update_Final.pdf). The CASP outlines goals and strategies to reduce emissions from heavy duty diesel vehicles (drayage trucks), cargo handling equipment, locomotives, harbor vessels and ocean-going vessels. The emission reduction targets listed in the 2021 update are:

- Reduce NO_x and PM_{2.5} emissions by another 4% and 4% below 2017 levels.
- Reduce the total NO_x emissions to 23% lower than the 2007 baseline and
- Reduce the total PM_{2.5} emissions to 15% lower than the 2007 baseline.

SAMPLE

The CASP is based on three guiding goals and 3 guiding strategies. The goals are to reduce emissions, promote technology adoption, and to improve the dialogue about air quality with stakeholders while the strategies are to upgrade equipment and technology, implement operational efficiencies and partner more with stakeholders. Outlined under these strategies are 16 measurable and trackable tactics that are used to achieve the emission reduction targets. PHA and Consultant will work together to determine the scope, maximum cost, and completion time for each task needed to measure/track emission reduction progress from each tactic. Consultant shall assign staff qualified to perform services suited to the specific scope of each task. Tasks will include, but not limited to, the following:

1. Evaluate PHA’s most recent 2023 Goods Movement Emissions Inventory (GMEI) data that will become available during this project.
2. Measure/Track the emission improvements from the existing tactics and revise the tactics if needed or develop new tactics that will be more impactful.
3. Review industry best practices to determine if more tactics are needed.
4. Review PHAs strategic plan, Carbon Neutrality Roadmap, and Environmental Leadership Strategy to make sure the CASP is aligned with those documents
5. Prepare draft update and solicit and review internal and external feedback on Clean Air Strategy Plan draft
6. Finalize and produce Clean Air Strategy Plan update.

A more detailed description of the requested services is provided in **Appendix A, Scope of Services**, attached to the sample Services Agreement provided with this solicitation.

Schedule

RFP Release	May 31, 2024
Pre-Proposal Conference	June 5, 2024
Kickoff	August 1, 2024
Draft Due	January 31, 2025
Final Due	March 31, 2025

Proposal Requirements

Outlined below is the required format and specific items/areas a proposal must address in order to comply with this RFP. Be advised that lengthy or wordy submissions are neither desired nor necessary. A Table of Contents must be included. Each section shall be clearly labelled and easily identifiable. The following sections include:

Section 1

Cover page- 1) the Project name; 2) the name, address, and telephone number of Respondent firm; and 3) the date the Response was prepared. Provide the name(s), title(s), and contact information of the person(s) who are authorized to make representations on behalf of the Respondent.

SAMPLE

Section 2

Proposal Response Form, including addenda acknowledgments, if applicable

Section 3

Attachment 01 Price Form, including Price Exhibit A

Section 4

Attachment 02 Services Experience Form
 Attachment 03 Professional References Form
 Attachment 04 Background Information Form

Section 5

Attachment 05 Additional Response Submittals
 Attachment 06 Disclosure of Former Port Employees Form

Section 6

Attachment 07 Work Breakdown Form
 Attachment 08 Small, Minority-and Women-Owned Business Enterprise Plan
 Attachment 09 Small, Minority-and Women-Owned Business Participation Letters of Intent
 Attachment 10 Small, Minority-and Women-Owned Business Participation Good Faith Effort

Attachment 12 Conflict of Interest Form

SAMPLE



PORT OF HOUSTON AUTHORITY Proposal Response

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

For detailed instructions regarding the completion of this Proposal Response form and other related forms, or the submission, evaluation, or ranking of proposals or bids, see Instructions to Respondents.

In light of continuing concerns about the spread of COVID-19 in the greater Houston area, Port Houston is continuing to take proactive steps to protect the health and safety of our employees and vendor community. Respondents MUST submit their responses Electronically via email to: Procurementproposals@porthouston.com. Please include the Solicitation Number and the Project title in the subject line.

All blanks on this Proposal Response form must be filled in and all required documents must be provided in the order listed in order for the Response to be considered complete. Any missing information may cause the Response to be considered non-responsive. For detailed instructions regarding the submission of Responses, or the completion of this form and other related forms, see the Instruction to Respondents.

Part A: Project

Project Name: CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

Response Due Date and Time: June 18, 2024 @ 11:00 A.M.

Part B: Respondent Information

The full company name and filing/ licensing number of the Respondent should be written exactly as listed with the Office of the Secretary of State for the State of Texas or other licensing entity.

Respondent Company Name:

Respondent Contact Person:	Name:	Phone #	Email:
	Title:	Fax #	

Respondent Company Street Address:

SAMPLE

Respondent Company Filing / License Number: (provide at least one)

- Federal Tax I.D. _____
- Texas Secretary of State File Number (10-digit) _____
- Other Out-of-State filing or license number _____

Respondent Company Business Entity Description:

- Corporation Sole Proprietorship Partnership
- Joint Venture. Members of Joint Venture are: _____
- Other: _____



**PORT OF HOUSTON AUTHORITY
Proposal Response**

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

For detailed instructions regarding the completion of this Proposal Response form and other related forms, or the submission, evaluation, or ranking of proposals or bids, see Instructions to Respondents.

If Respondent Company Business Entity is privately held, please list all equity owners and their contact information: (If not enough room, list on separate sheet)	Name	Address	Telephone

Part C: Response Attachments

Complete and attach the following required documents to the Proposal Response in the order listed below. All required attachments are due to be submitted as one package by the Response Due Date. Regardless of delivery method or circumstance, any Response received after the specified time and date will be returned to the Respondent unopened. Any Response submitted using forms other than those provided by PHA, when such forms are provided, or excluding any of the documentation requested, may be rejected by PHA.

Attach to Response

Attachment No.

Attachment Name^[1]

- Attachment 01 Price Form, including Price Exhibit
- Attachment 02 Services Experience Form
- Attachment 03 Professional References Form
- Attachment 04 Background Information Form
- Attachment 05 Additional Response Submittal
- Attachment 06 Disclosure of Former Port Authority Employees Form
- Attachment 07 Work Breakdown Form
- Attachment 08 Small, Minority-and Women-Owned Business Enterprise Plan
- Attachment 09 Small, Minority-and Women-Owned Business Enterprise Participation Letters of Intent
- Attachment 10 Small, Minority-and Women-Owned Business Enterprise Participation Good Faith Effort
- Attachment 12 Conflict of Interest Questionnaire
- _____ Other _____

SAMPLE

[1]: Except where noted otherwise by “*”, each attachment submitted must be on the Port of Houston Authority form included in the proposal documents.



**PORT OF HOUSTON AUTHORITY
Proposal Response**

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

For detailed instructions regarding the completion of this Proposal Response form and other related forms, or the submission, evaluation, or ranking of proposals or bids, see Instructions to Respondents.

Part D: Acknowledgement of Addenda and PHA Policies, Programs and Standards

The Proposal Documents may be modified by Addenda. Each Respondent shall ascertain that it has a complete set of the Proposal Documents, including those modified by Addendum. Respondent can obtain a complete set of the Proposal Documents on the BuySpeed eProcurement System (BuySpeed). By entering the No. and Date below of each addendum issued for this project, the Respondent acknowledges receipt and review of each addendum and incorporation of the addendum in its Response.

Addendum No.	1									
Addendum Date										

Each Respondent is responsible for obtaining and reviewing the Port of Houston Authority policies, program information and standards listed below. By checking the boxes below, Respondent acknowledges that it has obtained and read the following Port of Houston Authority policies, program information and standards, and that it agrees to be bound by and to comply with such policies, program information and standards in connection with the Project, including, in connection with PHA's Small Business Development Program, providing information regarding its small business participation in the form and at the times requested by PHA. A copy of the Port of Houston Authority's policies, program information and standards may be obtained on the Port of Houston Authority's website <http://www.porthouston.com> under Inside the Port Authority.

- Security Management Policy
- Environmental Compliance Policy
- Small Business Development Program
- Standards for Employee Interaction with Interested Parties
- Procurement Policy

SAMPLE

Part E: Validity Period

The Response and all required documents shall remain valid for a period of One Hundred Twenty (120) calendar days after the Response Due Date.



**PORT OF HOUSTON AUTHORITY
Proposal Response**

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

For detailed instructions regarding the completion of this Proposal Response form and other related forms, or the submission, evaluation, or ranking of proposals or bids, see Instructions to Respondents.

Part F: Execution Block

Respondent proposes to furnish labor, services, products, supplies, transportation, supervision, insurance, incidentals, and all other things necessary to perform in every detail the Services in accordance with the terms and conditions of the Services Agreement included in the Proposal Documents, for the price set forth in the Price Form and Exhibit submitted herewith.

In submitting this Response, the Respondent represents and warrants to the Port of Houston Authority that the Respondent has:

1. satisfied itself with all circumstances affecting the site and the Services and is satisfied with the sufficiency of the Services Agreement included in the Proposal Documents;
2. obtained or will obtain upon award all of the insurance required by the Services Agreement included in the Proposal Documents; and
3. reviewed and complied with all requirements of the Instructions to Respondents and other requirements for submitting a Response and that the Respondent accepts and agrees to be bound by all conditions and requirements for such Response. In particular, but not by way of limitation, the Respondent acknowledges and agrees that the Port of Houston Authority has the right to reject any and all Responses, that the Port of Houston Authority has the right to waive any and all formalities, that the Responses will be evaluated based upon the criteria set forth in the Instructions to Respondents, and that the Response will remain valid for the time set forth in Part E of this Proposal Response.

Signature of Authorized Signatory:

Printed Name of Signatory:

Printed Title of Signatory:

Date:

SAMPLE

If Respondent IS a Corporation::

Signature of Corporate Secretary

Printed Name of Corporate Secretary

Date:

If Respondent IS NOT a Corporation:

Signature of Witness:

Printed Name of Witness:

Date:

This Response must be properly executed. If the Response is made by a sole proprietorship, the Response must be signed by the owner; if the Response is made by a partnership, the Response must be signed by a general partner; if the Response is made by a corporation, the Response must be signed by the president or vice-president of the corporation and countersigned by the corporate secretary. The same entity that executes this Response must execute all of the other Response documents, and all security, insurance, bonds and other Contract Documents must be in the name of the entity that executes this Response. Entities desiring to propose as a Joint Venture are cautioned that all documents, including but not limited to the Proposal Bond must be submitted in the name of the Joint Venture and executed by all members of the Joint Venture.

ATTACHMENT 01 – PRICE FORM

Respondent: _____

The Proposer shall indicate pricing below based on each task. Prices must conform with Port Houston’s Vendor/Consultant Travel, Meals and Business Entertainment Authorization and Expense Reimbursement Standards. Proposer must consider all Scope of Work requirements as provided in **Appendix A, Scope of Services** attached to the Sample Services Agreement provided with this solicitation in developing price proposals. An overall project cost must be included because the price component of the evaluation criteria will be based on overall price. The service provider shall furnish all labor, materials, equipment, tools, supplies, superintendence, insurance, incidentals, and all other things necessary to provide the services described in **Appendix A, Scope of Services**.

Tasks	Deliverables	Total Price (in USD)
1.	Evaluate PHA’s most recent 2023 Goods Movement Emissions Inventory (GMEI) data that will become available during this project.	
2.	Measure, track, the emission improvements from the existing tactics and revise the tactics if needed or develop new tactics that will be more impactful.	
3.	Review industry best practices to determine if more tactics are needed.	
4.	Review PHAs strategic plan, Carbon Neutrality Roadmap, and Environmental Leadership Strategy to make sure the CASP is aligned with those documents.	
5.	Prepare draft update and solicit and review internal and external feedback on Clean Air Strategy Plan draft.	
6.	Finalize and produce Clean Air Strategy Plan update.	
	Totals	

SAMPLE

ATTACHMENT 02 – SERVICES EXPERIENCE FORM

Respondent: _____

A. **Similar Services: From most recent to least recent**, five (5) projects/contracts where Respondent provided services similar to those that Respondent proposes in this Response. For each project/contract, list the: (1) project/contract name, (2) owning entity, contact name and contact information, including email address and telephone number (3) project/contract description, (4) Respondent's role on the project (i.e., prime, subcontractor, etc.) and, if other than the Prime, the Respondent's scope of work and the contract price for Respondent's scope of work, and (5) project/contract price, award date, and completion date.

1. Project/Contract #1 Name: _____

2. Project Owner (Organization/Co., Contact name and Information): _____

3. Project Description: _____

4. Respondent's Role (Prime/ subcontractor), Scope of Work and Contract Price: _____

SAMPLE

5. Project Price: _____ Award Date: _____ Completion Date: _____

1. Project/Contract #2 Name: _____

2. Project Owner (Organization/ Co., Contact name and Information): _____

3. Project Description: _____

4. Respondent's Role (Prime/ Subcontractor), Scope of Work and Contract Price: _____

5. Project Price: _____ Award Date: _____ Completion Date: _____

1. Project/Contract #3 Name: _____

2. Project Owner (Organization/ Co., Contact name and Information): _____

3. Project Description: _____

4. Respondent's Role (Prime/ Subcontractor), Scope of Work and Contract Price:

5. Project Price: _____ Award Date: _____ Completion Date: _____

1. Project/Contract #4 Name: _____

2. Project Owner (Organization/ Co., Contact name and Information): _____

3. Project Description: _____

4. Respondent's Role (Prime/ Subcontractor), Scope of Work and Contract Price:

5. Project Price: _____ Award Date: _____ Completion Date: _____

1. Project/Contract #5 Name: _____

2. Project Owner (Organization/ Co., Contact name and Information): _____

3. Project Description: _____

4. Respondent's Role (Prime/ Subcontractor), Scope of Work and Contract Price:

5. Project Price: _____ Award Date: _____ Completion Date: _____

SAMPLE

ATTACHMENT 03 – PROFESSIONAL REFERENCES FORM

Respondent: _____

Respondent shall list any professional references for Respondent in the space below. If Respondent needs additional space, additional pages may be attached. Respondent shall label any additional pages “ATTACHMENT 03 – PROFESSIONAL REFERENCES” and state the name of this project. For each reference, please provide (1) the individual’s name, (2) the individual’s contact information, including telephone number and email address, and (3) an explanation of the relationship of Respondent to the reference. *PLEASE DO NOT LIST REFERENCES FROM TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) OR PORT HOUSTON. NEITHER AGENCY PROVIDES REFERENCES.*

Reference 1:

Name: _____

Contact Information: _____

Relationship: _____

Reference 2:

SAMPLE

Name: _____

Contact Information: _____

Relationship: _____

Reference 3:

Name: _____

Contact Information: _____

Relationship: _____

ATTACHMENT 04

CERTIFICATION REGARDING BACKGROUND INFORMATION

All bidders/proposers must provide as a part of their bid/proposal a certification to Port Houston in the form provided below. The certification requires the bidder/proposer to answer background questions related to (but not limited to): disqualification from bidding; claims asserted; default, termination, abandonment, or other failure to complete; surety performance; license suspension/termination; party to litigation or other dispute resolution; declaration of bankruptcy; conviction of felony (collectively, "Background Matters"). Failure of bidder/proposer to furnish a completed certification or provide such additional information as requested by Port Houston may render the bidder/proposer non-responsible. Furthermore, the bidder/proposer shall provide immediate written notice to Port Houston if, at any time prior to contract award, the bidder/proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although Port Houston may review the veracity of the certification, through the use of the Federal Debarment Listing or by other means, the certification provided by the bidder/proposer is a material representation of fact upon which Port Houston will rely when making a contract award. If it is later determined that the bidder/proposer knowingly rendered an erroneous certification, in addition to other remedies available to Port Houston, the Port Authority may terminate the contract resulting from the bid/proposal.

The certification provided by the bidder/proposer will be considered in connection with a determination of the bidder/proposer's responsibility. Any information provided concerning the existence of negative Background Matters may affect the Port Authority's evaluation of the bid/proposal, including, but not limited to, rejection of the bid/proposal for non-responsibility and the withholding of an award under this solicitation. If the bidders/proposer's certification indicates that any of the Background Matters exist, the bidder/proposer shall provide with its submission a full written explanation of the specific basis for, and circumstances connected to, such Background Matter. The failure of the bidder/proposer to provide such explanations may result in rejection of the bid/proposal. By signing and submitting a bid/proposal in response to the solicitation, the bidder/proposer certifies, to the best of its knowledge and belief, that the information provided by the bidder/proposer is accurate and complete.

BACKGROUND INFORMATION FORM

Respondent: _____

Respondent shall check “Yes” or “No” to the questions below as they apply to the Respondent or an entity related to Respondent. “*Entity related to Respondent*” means any entity, its principals and management officers that is or has controlled, or is or has been controlled by or under common control with the Respondent.

Yes No

- 1. Has Respondent been disqualified or disallowed from bidding on a project for any public entity or otherwise determined to be unfit, unsuitable, unqualified, or not a responsible bidder for such a project, in the last five (5) years? (A “*public entity*” means the United States of America or any state, county, municipality or other governmental or political subdivision within the United States of America.)
- 2. Has any warranty or defective workmanship claim been asserted against Respondent, or its work or services, in the last five (5) years?
- 3. Has Respondent been declared in default under a services contract, been terminated for cause from a services contract, abandoned a services contract, or otherwise failed to complete a services contract in the last five (5) years?
- 4. Has a surety for Respondent been required to perform on Respondent’s behalf, under the performance bond on a project, in the last five (5) years?
- 5. Has Respondent had its license(s) required to perform the work suspended or terminated in the last five (5) years?
- 6. Has Respondent been a plaintiff, defendant or other party to any litigation, arbitration, mediation or other claim resolution procedure regarding its business in the last five (5) years?
- 7. Has Respondent ever declared bankruptcy, been the subject of an involuntary bankruptcy proceeding, made an assignment for the benefit of creditors, been subjected to receivership proceedings in any court, or determined to be insolvent?
- 8. Has Respondent, its owner or operator ever been convicted of a felony?

SAMPLE

For all questions to which the Respondent answered “Yes,” provide an explanation in the space below or on an attached separate sheet. Respondent shall label any additional pages “ATTACHMENT 04 – BACKGROUND INFORMATION” and state the name of this project.

ATTACHMENT 05 - ADDITIONAL RESPONSE SUBMITTALS

While PHA appreciates a brief, straightforward, concise reply, the Respondent must fully understand **that the evaluation is based on the information provided**. Accuracy, completeness, and clarity are essential, and will be considered in the evaluation. Omissions, ambiguous, or equivocal statements may be construed against the Respondent. Any part of the proposal Response may be incorporated into any contract which results from this RFP, and Respondents are cautioned not to make claims or statements they are not prepared to commit to contractually.

In order to simplify the review process and obtain the maximum degree of comparability, Additional Response Submittals MUST be organized in the manner stated below and contain, at a minimum, the information requested. Respondents are encouraged to include any additional information considered relevant.

Additional Information

Please provide the following additional information in the following order:

Respondent Representative(s)

Provide any pertinent licenses, registrations, certificates of key personnel working on this project.

Project Team Organization

Include a chart that outlines the organizational approach to the Project and key personnel and their roles in Project administration and management.

Experience of the Staff

Identify the current workload and responsibilities of the proposed staff together with their availability to work on this Project.

Submit summary resumes of the personnel that include project specific qualifications and responsibilities. The personnel identified in this Response are expected to be available specifically for this assignment.

Project personnel should include qualified individuals with backgrounds in projects similar to this Project.

Performance Plan

Detail the methods to be employed in the performance of each facet of service provider's responsibility. Include a summary of tasks involved with accomplishing the Project goals and a discussion of quality controls that will be used.

Other Benefits

Describe special benefits that the Port of Houston Authority will realize in selecting your firm for the Project. Benefits may include any unique or specialized processes or organization, staff qualifications, capabilities, environmental considerations, products or services, best practices, or other factors that distinguish you from other Respondents.

SAMPLE

Other Response Submittals

Exceptions to Terms and Conditions. All exceptions included with the proposal Response shall be submitted in a clearly identified separate section of the Additional Proposal Response, in which the Respondent clearly cites the specific paragraphs within the RFP (including the form Services Agreement and Scope of Services) where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Director of Procurement Services, Chief Legal Officer, or their respective designee in a written statement. Respondent's preprinted or standard terms will not be considered by PHA as a part of any resulting contract. All exceptions contained in proposer's Response may negatively affect PHA's evaluation or result in possible rejection of the Response.

SAMPLE

ATTACHMENT 06 – DISCLOSURE OF FORMER PORT AUTHORITY EMPLOYEES

Respondent: _____

Article V, Section F(3) of the PHA’s Code of Ethics (available at [Policies, Procedures & Standards - Port Houston](#)) provides that PHA must receive specific approval from the Port Commission before entering into any contract (other than a contract subject to competitive bids) with any Person employing or represented by a Former Employee, who has been, within the preceding 12-month period, an Employee of PHA, if the contract relates to a matter for which the Employee had responsibility while representing PHA.

In order to ensure compliance with the Code of Ethics, Respondent must provide a list, on the form provided by PHA, of the names of any employees of Respondent who have been, within the preceding 12-month period (calculated from the date of Respondent’s Response), an employee of PHA.

SAMPLE

ATTACHMENT 07 – WORK BREAKDOWN FORM

Contractor/ Supplier Name	Address	Phone and E-mail	Work to be performed	Dollar Amount	PHA- Enrolled S/MWBE Check box ⁽³⁾
Prime Contractor ⁽¹⁾			Self-performed work		<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
Subcontractor/ Supplier Name (First Tier Only)	Address	Phone and E-mail	Work to be performed	Dollar Amount of Subcontract ⁽²⁾	PHA- Enrolled S/MWBE Check box ⁽³⁾
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
<h1>SAMPLE</h1>					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE

Subcontractor/ Supplier Name (First Tier Only)	Address	Phone and E-mail	Work to be performed	Dollar Amount of Subcontract ⁽²⁾	PHA- Enrolled SMWBE Check box ⁽³⁾
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
SAMPLE					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE

Subcontractor/ Supplier Name (First Tier Only)	Address	Phone and E-mail	Work to be performed	Dollar Amount of Subcontract ⁽²⁾	PHA- Enrolled SMWBE Check box ⁽³⁾
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
					<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Non-S/MWBE
<p style="font-size: 48pt; font-weight: bold; opacity: 0.5;">SAMPLE</p> <p>Respondent's Total Price = _____</p> <p>Total Subcontract Amount (First Tier Only) = _____</p> <p>Total S/MWBE Business Subcontract Amount (First Tier Only) = _____</p>					

(1): The Prime Contractor must perform at least twenty-five percent (25%) of the total dollar value of contract.

(2): Dollar value of subcontract between Prime Contractor and **first-tier** subcontractor or supplier (NOT including Prime Contractor's mark-up or proportionate share of Prime Contractor's overhead & profit).

(3): "PHA-Enrolled S/MWBE" means an entity meeting the requirements necessary to be considered in calculating SBE or MWBE participation credit, as set forth in the *Instructions to Respondents*. **In order to receive SBE or MWBE participation credit, a fully executed Letter of Intent MUST be submitted for each S/MWBE business subcontractor or supplier listed. All S/MWBE subcontractor changes must be approved by both the Business Equity Division and the Project Owner.** Reference may be made to Respondent's Work Breakdown Form for ease in identification of S/MWBE subcontractors.

(4): The Respondent's Total Price including mark-up. This amount must equal the total amount on Respondent's Price Form.

(5): The Total Subcontract Amount with all first-tier subcontractors and suppliers (NOT including Prime Contractor's mark-up or proportionate share of Prime Contractor's overhead & profit).

**CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT
ATTACHMENT 08 – SMALL, MINORITY- AND WOMAN-OWNED BUSINESS ENTERPRISE PLAN**

Respondent: _____

Respondent's Small, Minority- and Woman-Owned Business Enterprise (S/MWBE) Liaison

(name & number): _____

Respondent's Total Amount to be Subcontracted to PHA- Enrolled S/MWBE: \$ _____

This amount should match the amount set forth on Respondent's Work Breakdown Form for the total amount subcontracted to PHA- Enrolled Small, Minority- and Woman-Owned Businesses Enterprise, excluding Respondent's mark-up or proportionate share of the Respondent's overhead profit.

The PHA S/MWBE Participation Contract Target/Goal for this Project is listed on the solicitation.

If awarded a contract, Respondent agrees to adhere to the Respondent's S/MWBE Plan, as such Plan is described above and in the Respondent's Work Breakdown Form and Letter(s) of Intent submitted herewith. Any and all changes to such Plan must be approved by both Business Equity Division and Project Owner, or their designee.

Respondent further agrees to comply with the dispute resolution provisions of the Programs' and adhere to PHA's Nondiscrimination Mandate in the procurement and discharge of a S/MWBE-eligible contract and the performance of the Programs' requirements.

SAMPLE

This form must be signed by an individual with the authority to bind Respondent.

Signature

Date

Printed Name

Name of Company

ATTACHMENT 09 – SMALL, MINORITY- AND WOMAN-OWNED BUSINESS ENTERPRISE PARTICIPATION
LETTER OF INTENT

LETTER OF INTENT

Prime Contractor – Include in your bid/proposal response package a fully executed copy of this Letter of Intent Form (“Form”) for each PHA- Enrolled Small, Minority- and Woman-Owned Business Enterprise (S/MWBE) with whom you are subcontracting on the Project. **Both the Prime Contractor and the Small, Minority- and Woman-Owned Business Enterprise Firm must sign this Form.**

This Letter of Intent Form identifies the subcontract scope of services to be provided for this Project by the Small, Minority- and Woman-Owned Business Enterprise Firm. The Form also provides the Prime Contractor’s and the Small, Minority- and Woman-Owned Business Enterprise Firm’s certification to the Port Authority that the Small, Minority- and Woman-Owned Business Enterprise Firm is performing a commercially useful function.

Project Name and Number (“Project”): _____

Upon award of the contract, the undersigned firms agree to enter into a subcontract agreement for the Subcontract

Scope of Services listed below. _____ agrees to provide the
PHA- Enrolled Small, Minority- and Woman-Owned Business Enterprise (S/MWBE)

following described subcontract scope of services as part of the Project to

Prime Contractor (“Prime Contractor”)

Subcontract Scope of Services: Description of goods/services to be provided by the undersigned Small, Minority- and Woman-Owned Business Enterprise Firm as part of the Project. Please include NAICS and/or NIGP

Code(s): _____

SAMPLE

**Dollar amount to be paid by Prime Contractor to the undersigned S/MWBE Firm for the above-
described Subcontract Scope of Services (\$):** _____.

Notes and Definitions:

Credit for Small, Minority- and Woman-Owned Business Enterprise participation is allowable only on specific services/goods performed/provided for the Project (e.g., labor, materials incorporated into the Project). No credit for Small, Minority- and Woman-Owned Business Enterprise participation is allowed for costs including but not limited to overhead, capital expenditures (e.g., purchase of equipment), and office items.

Commercially Useful Function (CUF) – a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the Small, Minority- and/or Woman-Owned Business Enterprise by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the Small, Minority- and/or Woman-Owned Business Enterprise is responsible. A Small, Minority- and/or Woman-Owned Business Enterprise is not considered to be performing a Commercially Useful Function if it subcontracts more than fifty percent (50%) of a contract being counted toward the applicable S/MWBE participation goal. Port Authority may waive this requirement upon demonstration that the industry standard for the type of work involved is to subcontract over fifty percent (50%) of the work. Certification (as an SBE, MBE, or WBE) or Enrollment in the Port Authority's Business Equity Program(s) alone does NOT mean that a firm is performing a CUF. The Port Authority, in its Business Equity Programs, generally follows the federal government's DBE program's regulations and guidelines regarding determination of Commercially Useful Function.

SAMPLE

ATTACHMENT 10 - INSTRUCTIONS

INSTRUCTIONS FOR STATEMENT OF GOOD FAITH EFFORT

This document contains instructions for completing Attachment 10 (Statement of Good Faith Effort), and general guidance about pre-award Good Faith Efforts in Port Houston’s Business Equity programs.

1. Use the table below to determine whether you need to complete and include Attachment 10 (Statement of Good Faith Effort) in your Bid Response.

<i>If...</i>	<i>...then</i>
<p>...the procurement solicitation has an SBE or MWBE Goal</p>	<p>The solicitation package should include Attachment 10 (Statement of Good Faith Effort). If this form is not included, please contact Procurement Services.</p>
<p>...the procurement solicitation has an SBE or MWBE Goal</p> <p>AND</p> <p>Your Bid <u>meets</u> the Goal...</p>	<p>... it is optional to complete Attachment 10. There may be instances where a Bid appears to meet the Contract Goal but the Bidder wants to include Attachment 10.</p> <p>If Attachment 10 is not completed, and the S/MWBE participation level fails to meet the Contract Goal, then the Bid will be deemed non-responsive.</p> <p>If Attachment 10 is completed, and the S/MWBE participation level fails to meet the Contract Goal, Port Houston will evaluate the description and documentation of the efforts made to demonstrate adequate Good Faith Efforts to meet Business Equity Program requirements.</p> <p>Example 1: The proposed S/MWBE subcontractor is waiting on notification of Certification approval.</p> <p>Example 2: The proposed participation level is very close to the required Goal, and the Bidder desires a margin of safety.</p> <p>Example 2: Port Houston’s evaluation of the proposed participation level determines that the participation level that is counted is less than the level that the Bidder expects, with a result that the total participation level counted fails to meet the Contract Goal.</p>
<p>...the procurement solicitation has an SBE or MWBE Goal</p> <p>AND</p> <p>Your Bid does <u>NOT</u> meet the Goal...</p>	<p>... it is optional to complete Attachment 10.</p> <p>If Attachment 10 is not completed, and the S/MWBE participation level fails to meet the Contract Goal, then the Bid will be deemed non-responsive.</p> <p>If Attachment 10 is completed, and the S/MWBE participation level fails to meet the Contract Goal, Port Houston will evaluate the description and documentation of the efforts made to demonstrate adequate Good Faith Efforts to meet Business Equity Program requirements.</p>
<p>... the procurement has no S/MWBE Contract Goal...</p>	<p>... do not use Attachment 10 (Statement of Good Faith Effort).</p>

SAMPLE

Completion of Attachment 10 (Statement of Good Faith Effort) does not guarantee that the efforts will be deemed adequate, but it does provide a second chance for an otherwise non-responsive Bid to be deemed

responsive.

General Guidance regarding pre-award Good Faith Efforts in Port Houston's Business Equity programs.

Each Port Houston procurement solicitation will state in the solicitation documents whether a Small, Minority-, and/or Woman-Owned business (S/MWBE) participation Contract Goal is required for that solicitation, and the percentage of participation of that Contract Goal.

When an S/MWBE participation Contract Goal has been established on a Port Houston procurement solicitation, a bid or proposal ("Bid") that does not meet the Goal with the proposed participation, or with participation plus documentation of Good Faith Efforts sufficient to meet Program requirements, is considered non-responsive, and is not further evaluated.

A Bidder may desire to have Port Houston review Bidder's efforts to meet the Goal, to determine if those efforts are sufficient to be deemed adequate Good Faith Efforts. Such a Bidder must use Attachment 10 (Statement of Good Faith Effort) to document its efforts. **A Bidder must submit its Statement of Good Faith Effort with the Bid. The Statement of Good Faith Effort may not be modified after the Bid's Due Date.**

Set out below are the types of actions which Port Houston may use in evaluating a Bidder's efforts to make adequate Good Faith Efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Review whether the Bidder's documented efforts were timely submitted in the manner and form specified in the solicitation
- Review whether the Bidder's information is complete and accurate and adequately documents the Bidder's Good Faith Efforts
- Review the Bidder's documented efforts for quality, quantity, and intensity
- When a Bidder fails to meet the S/MWBE participation Contract Goal, and a non-S/MWBE Subcontractor was selected over an S/MWBE for work on the Contract as part of the documentation of its Good Faith Efforts, the Bidder must submit copies of each S/MWBE and non-S/MWBE Subcontractor quote submitted to the Bidder. Port Houston may contact the S/MWBEs listed to inquire as to whether they were contacted by the Bidder.
- Port Houston will review the performance of other Bidders in meeting the S/MWBE Contract Goal. For example, when one Bidder fails to meet the Contract Goal, but others meet it, Port Houston may reasonably raise the question of whether, with additional efforts, the one Bidder could have met the goal. If one Bidder fails to meet the goal, but meets or exceeds the average S/MWBE participation obtained by other Bidders, Port Houston may view this, in conjunction with other factors, as evidence of that one Bidder having made Good Faith Efforts.
- **Pro forma mailings to S/MWBEs requesting Bids are not alone sufficient to satisfy Good Faith Efforts.**
- A Bidder's promise to use S/MWBEs after Contract award is not considered to be responsive to the Contract solicitation or to constitute Good Faith Efforts.

SAMPLE

ATTACHMENT 10 - STATEMENT OF GOOD FAITH EFFORT

Small, Minority- and/or Woman-Owned Business Participation

Project Name and Number: _____

Please review the document titled “ATTACHMENT 10 – INSTRUCTIONS” for guidance on when this ATTACHMENT 10 – STATEMENT OF GOOD FAITH EFFORT form should be used.

Good Faith Efforts are those efforts employed by a Bidder that one could reasonably expect a Bidder or contractor to take if the bidder or contractor were actively and aggressively attempting to obtain S/MWBE participation sufficient to meet the Contract Goal. Please refer to Port Houston’s “Guidance Concerning Good Faith Efforts” for additional information.

- Efforts taken that are mere formalities or other perfunctory acts shall not be considered Good Faith Efforts to meet a Contract Goal
- Pro-forma mailings to S/MWBEs requesting quotes are not alone sufficient to satisfy Good Faith Efforts
- A Bidder’s promise to use S/MWBEs after Contract award is not considered to be responsive to the Contract solicitation or to constitute Good Faith Efforts

Actions that demonstrate Good Faith Efforts. Set out below are the types of actions which, when properly submitted and documented, Port Houston will consider as part of a Bidder’s Good Faith Efforts to obtain S/MWBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. **Note:** *When the term “S/MWBE” is used on this document, it should be read to mean “SBE, MBE, and/or WBE, as applicable in a particular Port Houston procurement solicitation.” As an example, if the specific procurement solicitation has only an MBE Contract Goal, then when applying the provisions of this document to that solicitation, the provisions should be read as saying “MBE” whenever the term “S/MWBE” is used.*



For each action described below, check the box in the description and fully describe an action that you took (as applicable to this solicitation). Then, in the space below the general description, write out the specific efforts that you made. Port Houston reserves the right to require bidders to provide proof of the listed actions. Port Houston will evaluate the documentation of a Bidder’s efforts for timeliness, completeness, accuracy, scope, intensity, and appropriateness to the objective of obtaining sufficient S/MWBE participation.

1. Bidder has made efforts to identify, and has solicited through all reasonable and available means, all Certified S/MWBE Subcontractors and suppliers that have the capability to perform the work of the Contract.

In the space below, Bidder should identify and describe with specificity which of these efforts Bidder performed, including but not limited to:

- (a) Details of attendance at pre-bid and pre-proposal meetings scheduled by Port Houston; attendance at business matchmaking meetings and events; advertising in general circulation, trade, professional association, and/or S/MWBE-focused traditional and social media regarding subcontracting opportunities; posting, emailing, or providing other written notices of subcontracting opportunities to the appropriate and industry-specific S/MWBEs identified in Port Houston’s S/MWBE Directory and to any S/MWBE that requests information regarding the referenced project, including the date(s) the actions were performed.*
- (b) The number of S/MWBEs to whom Bidder has delivered written notice, and a listing of the classification code number(s) (NAICS and/or NIGP) used to identify such S/MWBEs.*
- (c) Details of utilizing the services of associations such as area ethnic chambers of commerce, minority and/or woman organizations, community organizations, minority and/or woman contractor groups; local, state, and federal minority/women business assistance offices, and other organizations that assist in identifying, recruiting, and placing S/MWBEs, including the names of all associations utilized, dates contacted, and an explanation of how Bidder used the associations to contact S/MWBEs.*
- (d) The steps taken to follow up initial solicitations, including dates, person contacted, and discussion notes indicating whether the contacted S/MWBE was interested.*

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

(attach additional pages as needed to include all information)

2. Bidder's written notices to Small, Minority- and Woman-Owned Business Enterprises: *(please mark all that apply)*

- Included adequate information about the plans, specifications, and relevant terms and conditions of the Contract and about the work to be subcontracted to, or the goods to be obtained from, subcontractors and suppliers;
- Were provided in a timely manner to assist potential S/MWBE subcontractors and suppliers in responding by the Bidder's due date with their offer for the subcontract;
- Included the name, phone number(s), and email address of a contact person in Bidder's firm who is available and knowledgeable about the Project and the potential S/MWBE's role(s);
- Included information regarding the Bidder's bonding requirements, the procedure for obtaining any needed bond, line of credit, and/or insurance, and the name and telephone number of one or more acceptable surety companies to contact; and
- Included the due date for receipt (by the Bidder) of price quotations from interested subcontractor or supplier.

3. Bidder has made efforts to select portions of the work to be performed by S/MWBEs to increase the likelihood that the S/MWBE Contract Goals will be achieved. This includes, but is not limited to, where appropriate, breaking out Contract work items ("unbundling") into economically feasible units (for example, smaller tasks or quantities) to facilitate S/MWBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates S/MWBE participation.
In the space below, Bidder should identify and describe with specificity the efforts made to perform the actions described:

(attach additional pages as needed to include all information)

4. Bidder has made efforts to negotiate in good faith with interested and qualified S/MWBEs. *In the space below, Bidder should include the names, addresses, and telephone numbers of S/MWBEs that were considered; notes about the date, time, person talked with, and relevant points of the conversation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached for S/MWBEs to perform the work.*

(attach additional pages as needed to include all information)

5. Bidder did not reject interested S/MWBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. When a Bidder fails to meet the S/MWBE participation Contract Goal, and a non-S/MWBE Subcontractor was selected over an S/MWBE for work on the Contract, as part of the documentation of its Good Faith Efforts, **the Bidder must submit copies of each S/MWBE and non-S/MWBE Subcontractor quote submitted to the Bidder.** Port Houston

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

may contact the S/MWBEs listed to inquire about the details of the interaction with the Bidder. Please include copies of each S/MWBE and not-SMWBE subcontractor quote submitted to the bidder. If helpful, you may also include, in the space below, notes about the date, time, person talked with, and relevant points of the conversation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached for S/MWBEs to perform the work.

(attach additional pages as needed to include all information)

- 6. Please explain any other factors for Port Houston to consider in determining whether Bidder has made adequate "Good Faith Efforts" to identify and use S/MWBEs. For example, include a description of efforts made to assist interested S/MWBEs in obtaining necessary equipment, supplies, materials, and/or related assistance.:

(attach additional pages as needed to include all information)

The undersigned Bidder attests that Good Faith Effort has been made to identify and use Small, Minority- and/or Woman-Owned Business Enterprises in reaching Port Houston's S/MWBE Contract Goal, that the information provided on this form is correct, and that supporting documentation will be provided upon request.

SAMPLE

This form must be signed by an individual with the authority to bind the Bidder.

Signature

Date

Printed Name

Name of Company

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="text-align: center; font-size: 48px; font-weight: bold; opacity: 0.5; margin: 10px 0;"> SAMPLE </div> <p>A. Is the local government officer or a family member of the officer receiving any taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in a 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

SAMPLE

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

***This contract form contains the material terms and conditions that PHA customarily requires. PHA reserves the right at its discretion to use a modified or different form. Prospective Service Providers should also note that PHA does not negotiate provisions related to: (a) the Texas Public Information Act; (b) payment in accordance with Texas Government Code Chapter 2251; (c) dispute resolution conflict of laws; or (d) indemnification by PHA.**



PORT HOUSTON™

SERVICES AGREEMENT
Services for _____

FILE NO.: _____

SERVICE PROVIDER: _____

ADDRESS: _____

PHA: Port of Houston Authority of Harris County, Texas,
a political subdivision of the State of Texas
ADDRESS: 111 East Loop North, Houston, Texas 77029
Attn: _____

SAMPLE

PHA DEPARTMENT: _____

PHA CONTRACT REPRESENTATIVE: _____

EFFECTIVE DATE: _____

TERM: _____

CONTRACT AMOUNT: Not to exceed \$

MINUTE NO.: _____

ATTACHMENTS: _____

[Note: Attachments to this Agreement (e.g. Appendices, Exhibits, etc. should be listed here)]

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

This Services Agreement (“Agreement”) is entered as of the Effective Date between PHA and Service Provider, with reference to the following. Capitalized terms not otherwise defined herein shall have the meanings set forth above. PHA and Service Provider are sometimes referred to collectively as the “Parties” and each referred to individually as a “Party.”

A. PHA desires to obtain the services (hereinafter, “Services” as defined below) of Service Provider.

B. PHA has selected Service Provider as qualified to provide the Services needed by PHA, and Service Provider is willing to provide such Services.

C. By action referenced with the Minute Number set forth above, the Port Commission, the governing body of PHA, authorized the expenditure of the Contract Amount for the Services of Service Provider as described in this Agreement.

For good and valuable consideration, the Parties agree as follows:

1. Services. Service Provider submitted a written quote (the “Proposal”) in response to PHA’s Request for Proposals (the “Solicitation”) for the services (“Services”) described herein.

a. The Services are more particularly described in **Appendix A**, which is attached to this Agreement and incorporated herein by reference for all purposes. This Agreement does not include and PHA specifically rejects terms or conditions of any Service Provider Proposal, acknowledgment, work order, invoice, or other form or other provisions indicating description, quantity, price, or schedule of Services, or representations regarding the quality, availability, or experience of personnel, goods, or services, unless PHA specifically accepts such terms in this Agreement or by written amendment to this Agreement. PHA’s contractual obligations under this Agreement are with Service Provider, and Service Provider shall not require PHA to sign agreements with Service Provider’s subcontractors or suppliers.

b. Service Provider shall provide to PHA the Services described in **Appendix A**, in accordance with and subject to the terms and conditions set forth in this Agreement, and in accordance with the standards and instructions of PHA.

c. No additional services beyond the designated Services shall be performed by Service Provider unless PHA specifically directs in writing that such services be performed, and an instrument regarding which has been signed by PHA and Service Provider. Service Provider shall neither have nor make any claim for additional compensation by reason of a claim for additional services unless the foregoing conditions are satisfied.

2. Term. The Term of this Agreement shall be for the period set forth on the first page. This Agreement may be terminated, with or without cause, by either Party upon written notice to the other. If PHA terminates this Agreement without cause, PHA shall pay for Services and expenses of Service Provider up to the time of termination, within 45 days after actual receipt of invoice and PHA’s approval thereof (which approval shall not be unreasonably delayed or withheld). Upon the mutual agreement of PHA and Service Provider, the parties may extend the Term of this

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

Agreement for an additional period. Notwithstanding the foregoing, in the event of any such termination, the representations, warranties, and indemnity provisions of this Agreement shall remain in full force and effect.

3. Payment.

a. On a monthly basis at the end of each 30-day period following the Effective Date during the Term, Service Provider shall submit to PHA for review and approval an invoice for fees for Service Provider's Services. Such invoice shall set out the amount charged for Services provided by Service Provider during such monthly period, plus expenses incurred during such period, as set forth below. Such invoice shall detail the Services provided. PHA shall promptly pay such invoice upon approval, but in any event, no later than 45 days after receipt and approval of such invoice.

b. PHA shall reimburse Service Provider for direct reasonable expenses which are directly related to Service Provider's performance of this Agreement, in accordance with PHA's travel and expense policies. Such expenses shall be invoiced to PHA supported by appropriate documentation.

c. The Contract Amount, the sum certified as available by PHA's Financial Services, is the maximum sum PHA has available to pay for the Services. When PHA has paid the Contract Amount for the Services, PHA shall have no further obligation or duty under this Agreement, notwithstanding anything contained in or inferred from this Agreement which might be construed to the contrary. If the Contract Amount is fully expended prior to completion of the Services, and additional funds as appropriate have not been authorized by an authorized representative of PHA or its Port Commission, this Agreement shall terminate when the Contract Amount is fully expended, and PHA shall not be liable for any additional payments to Service Provider.

4. Standards. Service Provider agrees, represents, and warrants that:

a. Service Provider possesses the expertise, skill, personnel, and equipment to perform Service Provider's obligations in a good and workmanlike manner;

b. Service Provider's personnel assigned to perform the Services under this Agreement shall have the experience and qualifications to perform the Services;

c. Service Provider shall perform the Services for the benefit of PHA with due diligence and care, in a competent and efficient manner, and in a manner consistent with applicable professional or industry best practices;

d. Service Provider shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over Service Provider and the Services ("Legal Requirements");

e. All goods and other materials provided by Service Provider in its obligations under this Agreement shall be new, unused, and of good quality, unless otherwise provided herein;

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

f. Service Provider shall perform its obligations hereunder within all dates and times stated herein. The parties expressly agree that time is of the essence with respect to this Agreement; and

g. Service Provider's Services and performance under this Agreement do not, and will continue not to, infringe, or constitute an infringement or misappropriation of, the intellectual property rights of any third party.

h. Service Provider is authorized and validly existing under the laws of its state of organization. Additionally, Service Provider, at the time of execution of this Agreement is authorized by the State of Texas to conduct business in Texas, in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

5. Notice. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail or by other means of receipted delivery if sent to the respective address to the Party as set for at the beginning of this Agreement.

6. Independent Contractor. The Parties agree that the Service Provider acts hereunder as an independent contractor in the performance of the Services. Nothing in this Agreement shall be deemed to create, or constitute, a partnership, an employee/employer relationship, or a joint venture between the Parties.

7. Indemnity

SAMPLE

A. SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (UPON PHA'S REQUEST), AND HOLD HARMLESS PHA, AS WELL AS PHA'S COMMISSIONERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, PROCEEDINGS, LOSSES, COSTS, DAMAGES, INJURIES, ASSESSMENTS, FINES, PENALTIES, LIENS, REASONABLE ATTORNEYS' FEES AND COURT COSTS, AND AWARDS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOSS OF OR DAMAGE TO PHA'S REAL OR PERSONAL PROPERTY OR ITS BUSINESS OPERATIONS (REGARDLESS OF WHETHER A THIRD PARTY ASSERTS A CLAIM), AND THE LOSS OF OR DAMAGE TO ANY PROPERTY, OR INJURY TO OR DEATH OF ANY PERSON, ASSERTED BY ANY PERSON OR GOVERNMENTAL AGENCY (INCLUDING, WITHOUT LIMITATION, THE SERVICE PROVIDER, ITS EMPLOYEES AND PHA'S EMPLOYEES) IN CONNECTION WITH (A) ANY INJURIES TO OR DEATH OF ANY PERSON OCCURRING ON ACCOUNT OF OR BY REASON OF THE PERFORMANCE OF THIS AGREEMENT, (B) ANY ACTIVITIES, OPERATIONS, OR OMISSIONS, OF, OR ON BEHALF OF, SERVICE PROVIDER (OR ITS CONTRACTORS, SUBCONTRACTORS AND/OR THEIR EMPLOYEES), INCLUDING THE PERFORMANCE OF THE SERVICES, AND (C) ANY VIOLATION OF LEGAL REQUIREMENTS; EXCEPT TO THE EXTENT, IF ANY, EXPRESSLY PROHIBITED BY STATUTE OR CAUSED BY PHA'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

B. The indemnity and release obligations set forth in this Section 7 shall survive termination of the Agreement and remain in full effect regardless of whether or not the loss, damage, or cost is caused in part by any act or omission of a person or entity indemnified or whether liability is imposed upon the indemnified party under any laws or regulations regardless of the negligence of the person or entity.

8. Insurance.

a. Prior to the commencement of any work by Service Provider under this Agreement, Service Provider shall provide proof of coverage in a manner acceptable to the PHA. The PHA shall have no duty to pay or perform under this Agreement until proof of coverage is provided to the designated contract administrator (DCA) *and* approved by Risk Management. Subsequent proof of insurance/renewal documentation shall be provided to the DCA prior to the expiration date of the coverage. Only the PHA Director of Risk Management has authority to waive or modify any requirement contained in this section 8.

b. Service Provider's financial integrity is of interest to the PHA. Service Provider may maintain deductibles or self-insured retentions in such amounts as approved by the PHA. Service Provider shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Service Provider's sole expense, insurance coverage as indicated below. Alternative policies or modifications of policies meeting coverage specifications may be used subject to PHA Risk Management approval. Coverage should be written on an occurrence basis by companies authorized to do business in the State of Texas and rated "A-", "A" or better by A.M. Best Company and/or otherwise acceptable to PHA Risk Management.

<u>Type</u>	<u>Amount</u>
i. Workers' Compensation/ Employers' Liability	Statutory \$1 Million /\$1 Million/\$1 Million
a) All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the PHA, or entering upon the PHA's premises, must be covered by Workers' Compensation.	
b) If Service Provider is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may request a waiver of required workers' compensation insurance: The Service Provider, as sole proprietor, agrees to indemnify and hold harmless PHA.	
ii. Commercial General Liability (CGL)	\$1 Million per occurrence \$1 Million Aggregate

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

- a) Shall include Broad Form Contractual Liability covering the indemnification provisions of our contract.
- b) Shall cover loss caused by the Service Provider’s subcontractors, independent contractors, suppliers or other parties providing goods or services in connection with our contract.
- c) Must contain a “severability of interests” provision, and cover cross-suits between insureds.

iii. **Business Automobile Liability** **\$1 Million per occurrence**
(Any auto)

iv. **Professional Liability/
Specialty Errors and Omissions** **\$1 Million per occurrence**
\$2 Million Aggregate

- a) Policy must cover the services that Service Provider will provide.
- b) If the Professional Liability policy is Claims-Made, the retro date must be on or before the contract date and include a two year “tail” coverage provision.

v. **Umbrella Liability** **\$1 Million per occurrence**

c. PHA shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements hereon as they apply to the limits required by the PHA.

d. All policies, except for workers’ compensation and professional liability, shall designate the following as “Additional Insureds” *either* by a “blanket additional insured” *or* a specific endorsement:

“PHA, its Commissioners, officers, employees, agents, and legal representatives”

e. All insurance shall be deemed primary with respect to any coverage provided for PHA.

f. All policies must be non-contributory with any other coverage or self-insurance available to the PHA.

g. All policies shall provide a waiver of subrogation in favor of the PHA.

h. In addition to any other remedies the PHA may have upon Service Provider’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the PHA shall have the right to order Service Provider to stop work hereunder, and/or withhold any payment(s) which become due, to

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Service Provider hereunder until Service Provider demonstrates compliance with PHA requirements.

i. Nothing herein contained shall be construed as limiting in any way the extent to which Service Provider may be held responsible for payments of damages to persons or property resulting from Service Provider's or its subcontractors' performance of the work covered under this Agreement.

9. PHA Information.

a. Service Provider recognizes and acknowledges that it will have access to confidential information of PHA and that such information, as well as information obtained or generated in connection with the Services (the "PHA Information") constitutes confidential property of PHA. Service Provider shall not use or disclose any such PHA Information, except to authorized representatives of PHA or other person designated by PHA, for any reason or purpose whatsoever, unless Service Provider is otherwise expressly authorized by PHA or is otherwise required to disclose such information by law, in which event Service Provider shall timely notify PHA prior to disclosure to allow PHA to take protective measures to prevent such disclosure.

b. Service Provider shall disclose PHA Information to its employees and contractors only to the extent required to perform the Services. Service Provider shall prevent any of its employees and contractors who are permitted to have access to PHA Information from disclosing it or using it except as authorized under this Agreement, and shall inform such employees and contractors of PHA's requirement to keep PHA Information from being divulged.

SAMPLE

10. Intellectual Property.

a. Service Provider agrees that PHA shall retain all rights, title, and interest in and to any information, images, or other documents and materials provided by or on behalf of PHA, including, without limitation, any copyright or other intellectual property rights in connection therewith.

b. All information, images, or other documents and materials prepared hereunder by Service Provider, are and shall remain PHA's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Service Provider. To this end, Service Provider agrees that it has been hired to invent all such Work Product and agrees and does hereby assign, grant, transfer and convey to PHA Service Provider's entire right, title, interest and ownership in and to such Work Product. Service Provider shall execute all documents, and provide all further assurances to vest title to the foregoing in PHA. Service Provider shall deliver all copies of the Work Product to PHA upon the earliest to occur of PHA's request, completion of the Services, or termination or expiration thereof. Service Provider agrees that no copies of the Work Product shall be given to any third party except as may be needed to perform the Services.

11. [RESERVED]

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12. Public Disclosure. PHA is a political subdivision of the State of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552) (collectively, the “Open Government Acts”), and is required to disclose to the public (upon request) this Agreement and other Work Product, subject to the requirements of the Open Government Acts. Service Provider agrees that the disclosure of this Agreement or other Work Product by PHA as required by the Open Government Acts, or any other legal process, shall not expose PHA (or any party acting by, through or under PHA) to any claim, liability, or action by Service Provider. Additionally, if there is a request under the Texas Public Information Act for proprietary confidential information provided by Service Provider under or in accordance with this Agreement, PHA will comply with the requirements of Section 552.305 of the Texas Public Information Act with respect to notification of third parties (including Service Provider) and to the extent that PHA believes in good faith that the information is not required to be disclosed under applicable law, will decline to release the information for the purpose of requesting a Texas Attorney General decision; provided, however, that PHA may comply with the decision of the Texas Attorney General without further action, and nothing herein shall obligate PHA to file a lawsuit or otherwise act beyond compliance with the Texas Public Information Act.

13. Security Laws and Regulations. Service Provider shall comply with (and cause its employees, subcontractors, agents and other workforce to comply with) all applicable federal, state, local, and PHA security and safety rules and regulations and all applicable training and licensing requirements, including without limitation, the facility access regulations and other security and safety requirements set from time to time by PHA, all applicable rules and regulations of the Transportation Worker Identification Credential (TWIC) Program, and all requirements pertaining to the protection of “Sensitive Security Information” as set forth in 49 CFR 1520 and any amendment(s) thereto.

14. Information Security. Service Provider shall not have access or connect to Port Authority’s computers, computer system, or computer networks without the express prior authorized written consent of Port Authority. Service Provider shall at all times maintain appropriate information security protocols in accordance with industry standards and all applicable laws. Service Provider shall not attempt (and shall prevent its employees, subcontractors and all others under Service Provider’s supervision or control from attempting) to gain unauthorized access to Port Authority’s computer systems, networks and the data thereon. Unless prohibited by applicable law, Service Provider shall promptly notify Port Authority of any data breach on Service Provider’s computer systems to the extent any data or information may be at risk that belongs or otherwise pertains to Port Authority, its commissioners, employees or agents.

15. Inspections and Audits. The PHA shall have the right to examine and review all books, records and billing documents of the Service Providers and its subcontractors which are related to the performance of, or payments under, this Agreement. Service Provider shall maintain and cause its subcontractors to maintain such books, records and billing documents in accordance with generally accepted accounting principles and for a period of five (5) years after cessation of its duties under this Agreement.

16. Business Equity Program

- a. PHA promotes business opportunities for all sectors of the community, and recognizes the importance of vendor and supplier diversity in its contracts. In support of that effort and to encourage participation of diverse businesses, PHA has established an organizational goal of 35% small business participation in its Small Business Development Program (SBDP) and an aspirational goal of 30% minority- and woman-owned business enterprise (MWBE) participation in its MWBE Program in PHA prime contracts and subcontracts. The SBDP and the MWBE Program are collectively referred to herein as “Program.”
- b. Non-Discrimination Mandate and Verification. It is the long-standing policy of PHA to prohibit discrimination based on race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law, in all operations at PHA, including the award of, or participation in, PHA contracts. PHA will not participate in any program, award contracts to, nor conduct business with, any individual or entity that is found to knowingly discriminate against persons on the basis of race, color, sex, religion, national or ethnic origin, age, or disability, and including any other status protected by applicable law. **By entering into this Agreement, Service Provider agrees that it: (i) is aware of this Non-Discrimination Mandate; (ii) verifies that it does not have any practice, policy, guidance, or directive that discriminates based on race, color, sex, religion, national or ethnic origin, age, disability, or any other status protected by applicable law, and (iii) it will not during the term of this Agreement knowingly discriminate based on race, color, sex, religion, national or ethnic origin, age, disability, or any other status protected by applicable law.**
- c. All dollars awarded and committed to Enrolled small businesses count toward PHA’s SBDP organizational goal, regardless of whether the individual solicitation includes evaluation credit for small business status or participation. All dollars awarded and committed to Enrolled MWBEs count toward PHA’s annual aspirational MWBE goal, regardless of whether the individual solicitation includes evaluation credit for MWBE status or participation.
- d. Service Provider shall pay promptly all subcontractors and suppliers used in the work provided under this Agreement in accordance with applicable Texas and federal prompt payment provisions. PHA reserves all rights to investigate complaints or charges of excessive delay in payments, and to enforce statutory and contractual prompt payment provisions. These requirements apply to all tiers of subcontractors. Service Provider shall incorporate the provisions of this subsection into all appropriate subcontract agreements.
- e. Reporting Requirements **for All Contracts**. PHA’s Business Equity division collects informational data and monitors Service Provider’s payments regarding **all** subcontractors and suppliers, including PHA-enrolled small businesses and MWBEs (such small, minority- and woman-owned businesses, collectively, S/MWBEs) performing any part of work or services under this Agreement. **Business Equity reporting requirements apply**

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to **all** contracts, not just to those with S/MWBE contract participation goals! **B2GNow** is the online system currently used by PHA for collecting information about and monitoring payments to all subcontractors and suppliers.

- 1) **Service Provider is responsible for providing contact information for itself and all of its subcontractors and suppliers to Business Equity**, and for keeping this information updated during the term of the Agreement, until the subject Agreement or Project is complete and closed. **Service Provider shall comply with all applicable PHA subcontractor and supplier payment reporting requirements, including providing information and reporting payments in the form and at the time specified in the solicitation, this Agreement, and as otherwise directed by PHA.**
 - 2) A monthly audit is triggered after the first payment is made to Service Provider and the monthly payment file is loaded to B2Gnow. Every month Service Provider shall report on ALL subcontractor and supplier payments, even if the payment amount for the month is \$0.00.
 - 3) The reporting requirements set out in this subsection (e) extend to contract amendments and all contract work covered by change orders during the entire performance of the Agreement.
 - 4) To support compliance with and enforcement of the Program, Service Provider shall permit PHA Business Equity contract compliance analysts and auditors or their designees reasonable access to Service Provider's books and records, and shall require its subcontractors and suppliers to provide reasonable access to their respective books and records. This access shall be for the purpose of determining compliance with Program requirements.
 - 5) The failure by Service Provider to provide the informational data and payment reporting requested by PHA may: (i) be a breach of the Agreement; (ii) result in termination of the Agreement; (iii) result in debarment or suspension from future PHA contract opportunities; and/or (iv) result in other remedies.
- f. **Additional Reporting Requirements for Contracts with S/MWBE Participation Goals.** In addition to the Reporting Requirements for all contracts set out in subsection (e), above, if PHA's solicitation resulting in this Agreement contained one or more S/MWBE Contract Participation Goal(s), then the following provisions also apply. **B2GNow** is the online system currently used by PHA to monitor compliance with the requirements of its SBDP and MWBE Programs, including meeting any S/MWBE participation requirements.
- 1) Service Provider shall submit reports of its progress towards meeting the S/MWBE Contract Participation Goal(s) and compliance with other Program requirements, in the form and at the time specified in the solicitation or as otherwise directed by PHA until the subject Agreement or Project is complete and closed.

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

- 2) Service Provider is responsible for ensuring that, monthly, all subcontractors and suppliers have confirmed the payment amounts reported by Service Provider in B2GNow or as otherwise directed by PHA, and that the subcontractors and suppliers have noted whether the amount is correct or if there is a discrepancy. If a payment discrepancy is reported, Service Provider shall respond to the discrepancy.
 - 3) The failure by Service Provider to carry out the requirements of the Program including the reporting requirements set out in subsections (e) and (f), above may: (i) be a breach of the Agreement; (ii) result in termination of the Agreement; (iii) result in denying or limiting credit towards the Contract Goal; (iv) result in withholding progress payments; (v) trigger required payment of liquidated damages; (vi) result in debarment or suspension from future contract opportunities; and/or (vii) result in other remedies.
- g. Additional Provisions **for Contracts with S/MWBE Participation Goals**. If the PHA's solicitation resulting in this Agreement contained one or more S/MWBE Contract Participation Goal(s), then the provisions set out in the subsections below apply.
- 1) Subject to amendments as approved by PHA, the Contract Goal obligation extends to all contract work covered by change orders regardless of the contracting tier, and the obligation to make Good-Faith Efforts to meet the Contract Goal extends to the entire performance of the Agreement.
 - 2) Service Provider shall make Good-Faith Efforts to meet and maintain throughout the term of the Agreement, all planned S/MWBE Contract Participation Goals.
 - 3) Service Provider shall adhere to the dispute resolution mechanisms of the applicable SBDP or MWBE Program.
- h. Information about the SBDP and the MWBE policies and programs may be found on the Port Houston website (<https://porthouston.com/business-equity-enrollment/>). A link to the B2GNow system may be found on the Port Authority's website (<https://porthouston.smwbe.com/>).

17. Miscellaneous.

a. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind before the Effective Date shall not be binding upon either Party except to the extent incorporated into this Agreement. Any modification of this Agreement shall be binding only if evidenced in writing and signed by each Party.

b. This Agreement shall be governed by, and construed and enforced in accordance

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

with, the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any suit or cause of action arising under or in connection with this Agreement shall lie exclusively in Harris County, Texas.

c. The waiver by any Party of any breach by the other Party of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other Party of the same or any other term or condition.

d. The obligations of Service Provider to perform the Services shall not be assigned by Service Provider without PHA's prior written consent, which may be withheld in its sole discretion.

e. Service Provider agrees that, at the request of PHA, the persons performing the Services under this Agreement shall be made available as consultants or witnesses in any litigation, hearing, or proceeding to which PHA is or becomes a party, to explain or defend, as appropriate, any aspect of methods used by Service Provider, or results or conclusions developed by Service Provider, in connection with the Services described in this Agreement.

f. The invalidity of any provision of this Agreement will not and shall not affect the validity of any other provision. In the event that any provision is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

g. Service Provider shall promptly disclose to PHA any representation or engagement it has or may undertake in the future that is or could become a conflict of interest with respect to Service Provider's engagement with PHA.

h. The person signing this Agreement on behalf of Service Provider warrants and represents to PHA that (a) Service Provider is a duly organized and existing legal entity, in good standing in the State of Texas, (b) Service Provider has full right and authority to execute, deliver, and perform this Agreement, (c) the person executing this Agreement on behalf of Service Provider is authorized to do so, and (d) upon request of PHA, such person shall deliver to PHA satisfactory evidence of his or her authority to execute this Agreement on behalf of Service Provider. The person representing and warranting the foregoing on behalf of the Service Provider hereby makes such representations and warranties solely in his/her capacity as a representative of Service Provider, as noted on the signature page hereto, and not in his/her individual capacity, and shall have no personal liability under or in connection with this subsection or any representation or warranty made herein.

i. In accordance with the Texas Government Code, PHA is prohibited from contracting with certain "companies" for goods or services in amounts over \$100,000 unless the following verifications are included in this Contract: If Service Provider qualifies as a "company," then Service Provider verifies that it: (A)(i) does not boycott Israel and (ii) will not boycott Israel during the term of the Contract; (B)(i) does not boycott energy companies and (ii) will not boycott energy companies during the term of the Contract; and (C)(i) does not have a practice, policy,

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. For the purposes of this Article only, the terms: (1) “company” as used in (A) has the meaning assigned in Section 808.001(2), except that the term does not include a sole proprietorship; (2) “boycott Israel” has the meaning assigned in Section 808.001(1); (3) “company” as used in (B) has the meaning assigned in Section 2274.001(2), adopting definitions of Section 809.001(2), except that it does not include a sole proprietorship; (4) “boycott energy company” has the meaning assigned in Section 2274.001(1); and (5) “company” as used in (C) has the meaning assigned in Section 2274.001(2), all of the Sections referenced are sections of the Texas Government Code. The “boycott energy company” verification requirement was enacted by Acts 2021, 87th Leg., R.S., in Senate Bill 13, effective September 1, 2021. The “discriminate against a firearm entity” verification requirement was enacted by Acts 2021, 87th Leg., R.S., in Senate Bill 19, effective September 1, 2021.

Service Provider’s obligations under this Article, if any exist, will automatically cease or be reduced to the extent that the requirements of the applicable chapter(s) of the Texas Government Code are subsequently amended or repealed or are subsequently reduced or declared unenforceable or invalid in whole or part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

j. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor, vendor, or service provider (as applicable) agrees that the contract can be terminated if the contractor, vendor, or service provider (as applicable) knowingly or intentionally fails to comply with the requirements of Subchapter J, Chapter 552, Government Code, requires an entity contracting with a governmental entity to: (1) preserve all contracting information related to the contract for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

k. The parties to this Agreement agree that a copy or facsimile of a signature shall be as valid as an original signature, and that a copy of this Agreement showing execution by all parties shall be treated the same as if it contained original signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Executed on the dates set out below, but effective as of the Effective Date set out on the first page of this Agreement.

CLEAN AIR STRATEGY PLAN (CASP) CONSULTANT

**PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS**

SERVICE PROVIDER

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date signed: _____

Date Signed: _____

APPROVED AS TO FORM:

Counsel

REVIEWED:

Controller

**FUNDS ARE AVAILABLE TO MEET
THIS OBLIGATION WHEN DUE:**

Financial Services

SAMPLE

APPENDIX A

SERVICES

PHA is seeking responses to this RFP for a qualified air quality consultant to assist PHA's Environmental Affairs Department ("EAD") with preparing and updating the *Port Houston Clean Air Strategy Plan (CASP) 2021 Update* (https://www.porthouston.com/wp-content/uploads/2022/11/2021-Clean-Air-Strategy-Plan-Update_Final.pdf). The CASP outlines goals and strategies to reduce emissions from heavy duty diesel vehicles (drayage trucks), cargo handling equipment, locomotives, harbor vessels and ocean-going vessels. The emission reduction targets listed in the 2021 update are:

- Reduce NOx and PM2.5 emissions by another 4% and 9% below 2019 levels.
- Reduce the total NOx emissions to 25% lower than the 2007 baseline, and
- Reduce the total PM2.5 emissions to 75% lower than the 2007 baseline.

The CASP is based on three guiding goals and 3 guiding strategies. The goals are to reduce emissions, promote technology adoption, and to improve the dialogue about air quality with stakeholders while the strategies are to upgrade equipment and technology, implement operational efficiencies and partner more with stakeholders. Outlined under these strategies are 16 measurable and trackable tactics that are used to achieve the emission reduction targets. PHA and Consultant will work together to determine the scope, maximum cost, and completion time for each task needed to measure/track emission reduction progress from each tactic. Consultant shall assign staff qualified to perform services suited to the specific scope of each task. Tasks will include, but not limited to, the following:

1. Evaluate PHA's most recent 2023 Goods Movement Emissions Inventory (GMEI) data that will become available during this project.
2. Measure/Track the emission improvements from the existing tactics and revise the tactics if needed or develop new tactics that will be more impactful.
3. Review industry best practices to determine if more tactics are needed.
4. Review PHA's strategic plan, Carbon Neutrality Roadmap, and Environmental Leadership Strategy to make sure the CASP is aligned with those documents
5. Prepare draft update and solicit and review internal and external feedback on Clean Air Strategy Plan draft
6. Finalize and produce Clean Air Strategy Plan update.

Port of Houston Authority
STANDARDS FOR EMPLOYEE INTERACTION
WITH INTERESTED PARTIES
Amended August 2015



A. Overview.

1. The employees of the Port of Houston Authority (the "Port Authority") hold positions of public trust.

2. It is the policy of the Port Authority that its employees place the public interest above any private financial interest, and strive to instill confidence in the integrity of those who are responsible for the operations and representation of the Port Authority.

3. The Port Authority maintains a Code of Ethics. All employees are required to be familiar with the Port Authority's Code of Ethics and to fully comply with its requirements.

4. These Standards for Employee Interaction with Interested Parties (the "Standards") are intended to supplement the Code of Ethics and help foster Port Authority employee conduct that promotes integrity and public trust, and avoids any appearance of private gain, conflict of interest, or efforts to influence the decisions of Port Authority employees for personal gain or advantage.

5. The Standards should be interpreted in the broadest sense to accomplish these goals. These are *minimum* Standards for employee interaction. In addition to the requirements of these Standards, every employee should use his or her best judgment with respect to interactions with any Interested Party or Customer (as defined below).

B. Definitions.

1. "Authorized Employees" means Port Authority employees permitted to conduct Informal Procurements by the Port Authority Procurement Manual, other Port Authority standards, or the Director of Procurement Services.

2. "Benefit" means anything reasonably regarded as monetary or pecuniary value, gain, or advantage, including benefit to any other person in whose welfare the employee has a substantial interest.

3. "Customer" means any person or entity whose business or trade provides or could provide commercial or economic benefit(s) to the Port Authority or the Port of Houston.

4. "Formal Procurement" means the procurement of goods and services that must be approved by the Port Commission pursuant to Texas Water Code Chapter 60.

5. “Informal Procurement” means the procurement of goods and services by Port Authority employees, as delegated from time-to-time by the Port Commission pursuant to Texas Water Code Chapter 60; under current law Port Authority employees may make routine purchases and enter into contracts valued up to and including \$50,000.

6. “Interested Party” means any person or entity that is seeking official action by the Port Authority, or has interest(s) that may be substantially affected by the performance or nonperformance of a Port Authority action.

7. “No-Contact Period” means the period commencing on public issuance by the Port Authority of a solicitation for Formal Procurement proposals, and ending when the Port Authority publicly posts notice of the agenda for the Port Commission meeting at which award of the Formal Procurement is scheduled for action.

8. “Port Authority First Responders” means (i) employees who are certified as emergency medical services personnel by the Texas Department of State Health Services; (ii) police officers; employees whose duties include responding rapidly to an emergency; (iii) permanent, full-time law enforcement officer employees designated as fire and arson investigators by an appropriate local authority; and (iv) permanent, full-time fire department employees who are not secretaries, stenographers, clerks, budget analysts, or similar support staff persons or other administrative employees and who are assigned duties in one or more of the following categories: (a) fire suppression; (b) fire inspection; (c) fire and arson investigation; (d) marine firefighting; (e) aircraft rescue and firefighting; (f) fire training; (g) fire education; (h) fire administration; and (i) any other position necessarily or customarily related to fire prevention or suppression.

9. “Procurement Policy” means the policy established by the Port Commission, as may be amended from time to time, regarding the procurement of goods and services.

10. “Widely Attended Event” means an event for which all of the following criteria are met:

a. The employee expects that a large number of persons (i.e. twenty or more individuals, including spouses and guests) will attend the event.

b. The employee expects that persons with a diversity of views or interests will attend the event. This requirement can be satisfied if:

i. The event is open to the public or to persons throughout an industry or profession,

ii. Those in attendance will represent a range of persons interested in a given matter, or

iii. There will otherwise be a significant diversity of views or interests present.

c. The employee's attendance is in the interest of the Port Authority. An employee's attendance at a sporting, music, or other entertainment event will not typically be considered in the interest of the Port Authority.

d. The cost of attendance of the employee and spouse/guest will be paid for:

i. By the primary sponsor of the event, or

ii. By someone other than the sponsor, if the employee expects that more than fifty people will attend the event and the Benefit of free attendance has a market value of \$260 or less (or \$130 or less per person if a spouse/guest will also receive free attendance).

11. "Working Meal" means a meal served in a business office or similar location, at which (i) Port Authority business is conducted during the meal period and (ii) the attendance of the Port Authority employee(s) accepting such meal is in the interest of the Port Authority. A "lunch and learn" or other similar meal hosted by an Interested Party at the Port Authority, other than those related to a Port Authority wellness program, is not typically considered to be a Working Meal.

C. Restrictions on Benefits Provided by Interested Parties. The restrictions set forth in these Standards are in addition to those in the Port Authority's Code of Ethics. All Employees are expected to be familiar with and adhere to the restrictions in both these Standards and the Code of Ethics. Except as provided below, Port Authority employees shall not directly or indirectly accept any Benefit, including any gift of food, goods, entertainment, services, money, lodging, or transportation, from any Interested Party, including without limitation, any person or entity that:

1. Does business or seeks to do business with the Port Authority;

2. Is subject to regulation by the Port Authority, including through inspections or the issuance of permits or licenses;

3. Acts as lobbyist, agent, or consultant to any person or entity seeking official action by the Port Authority;

4. Has obtained, or seeks to obtain, Port Authority funding, or sponsorships or other monetary or material in-kind Port Authority support; or

5. Is engaged in litigation or who has a known claim against the Port Authority, including legal counsel representing litigants or claimants.

D. Exceptions.

1. Reliance on these Exceptions. The following exceptions should be relied upon sparingly and carefully. If an employee is aware of any circumstance that creates or could create a conflict of interest, or give the appearance of impropriety, undue influence, or conflict of interest, he or she should not rely on the exceptions below, and should not accept the Benefit.

2. When Permitted Benefits. Port Authority employees may accept the following unsolicited Benefits from Interested Parties:

a. A Benefit prescribed by law to be received by the employee, or any other Benefit to which the employee is lawfully entitled or for which he or she gives legitimate consideration, in a capacity other than as an employee;

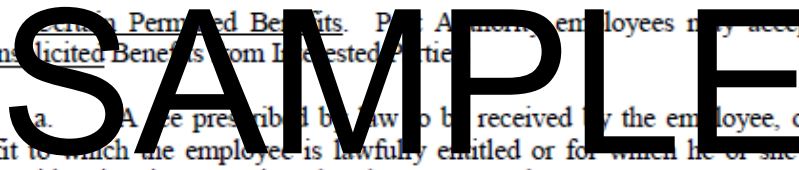
b. A Benefit conferred on account of kinship or on account of a personal, professional, or business relationship, independent of the employee's relationship with the Port Authority;

c. A Benefit to an employee required to file a report under Title 15, Regulating Political Funds and Campaigns, Texas Election Code, that is derived from a function in honor or appreciation of the employee if:

i. The Benefit and the source of any benefit in excess of \$50 is reported in the statement; and

ii. The Benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the employee's office which are nonreimbursable by Port Authority;

d. A political contribution as defined by Title 15, Election Code;



e. A Benefit issued by another governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity;

f. Transportation, meals, and lodging expenses in connection with a conference or similar event in which the employee renders services, such as addressing an audience or engaging in a seminar, to the extent that those services are more than merely perfunctory;

g. Port Authority First Responders may accept a Benefit consisting of complimentary legal advice or legal services relating to a will, power of attorney, advance directive, or other estate planning document provided through a program or clinic that is operated by a local bar association or the State Bar of Texas, if the program or clinic is approved by the Executive Director of the Port Authority;

h. A Benefit distributed generally as a business custom, cultural tradition, or means of advertising, other than a meal, transportation, entertainment, or lodging, if the total estimated value of the Benefit is \$50 or less and the receipt of such Benefit is in the interest of the Port Authority; or

i. A ceremonial or commemorative Benefit accepted on behalf of the Port Authority, provided that the employee does not accept it for personal use.

3. Benefits Allowed by Code of Ethics But Prohibited by These Standards. Notwithstanding Sections V(B)(8)(e) and V(B)(8)(i) of the Port Authority Code of Ethics, unless otherwise allowed by these Standards, Port Authority employees shall not accept the following benefits:

a. A Benefit, excluding cash or a negotiable instrument, with a value of less than the amount permitted from time-to-time under state law, which as of the date hereof is Fifty Dollars (\$50); or

b. A Benefit consisting of food, lodging, transportation, or entertainment accepted as a guest.

4. Widely Attended Events. Subject to the requirements of Section B(10) above, Port Authority employees may accept unsolicited admission, food, Benefits described in Section D(2) above, transportation, and entertainment as a guest of or participant in a Widely Attended Event.

5. Working Meal. Port Authority employees may accept food as a participant in a Working Meal.

6. Business Activities.

a. Policy Statement.

i. In order to compete with out-of-state and private operators of ports, waterways, and terminal facilities, it is necessary for the Port Authority to engage in significant business and marketing activities. Therefore, from time to time, appropriate Port Authority employees may engage in business and marketing activities on behalf of the Port Authority or the Port of Houston in the interest of the Port Authority.

ii. Such business or marketing activities may include the sharing of meals and entertainment, and the provision of Benefits as described in Sections D(2)(f), (h), and (i) above.

iii. In these circumstances, the Port Authority employees should observe prevailing business customs, but should avoid accepting any Benefit so significant as to create the appearance of impropriety, undue influence, or conflict of interest.

SAMPLE
c. Business Activities Policy. The following rules apply to the giving and receiving of Benefits, including gifts by Port Authority employees engaged in business and marketing activities with Customers and Interested Parties.

i. Port Authority employees may provide business meals and entertainment to Customers and Interested Parties in connection with business and marketing activities.

(x) Such business meals and entertainment must relate to bona-fide Port Authority or Port of Houston business, or be reasonably expected to provide a business benefit to the Port Authority or the Port of Houston.

(y) The costs of such meals and entertainment shall be reasonable and not excessive, giving consideration to the business purpose, location, and other circumstances of such occasions.

ii. Where it is reasonably foreseeable that refusing a particular Benefit offered by a Customer would impair the Port Authority's business or marketing activities with respect to that Customer, a Port Authority employee may accept such Benefit, provided that:

(x) Acceptance of the Benefit does not create the appearance of impropriety, undue influence, or conflict of interest;

(y) The employee attempts, to the extent practicable, to accept the Benefit on behalf of the Port Authority; and

(z) The employee discloses the Benefit pursuant to the requirements set out in Section D(6)(b)(iii) immediately below.

iii. In the event that a Port Authority employee accepts a Benefit from a Customer or Interested Party, and (1) the Benefit is not allowed under and accepted in accordance with Section D(2), and (2) the total value of the Benefit (excepting any food, entertainment, services, lodging, or transportation used as a guest) exceeds \$50, the employee should, as soon as reasonably possible:

(x) Record the nature of the Benefit and its market value or estimated market value;

(y) Provide a written disclosure of his or her acceptance of the Benefit to the manager to whom he or she directly reports, describing the nature and value of the Benefit; and

(z) Promptly deliver the Benefit, if possible, to such manager.

iv. With respect to any Benefit delivered to a manager as described in Section D(6)(b)(iii)(z) above, such manager shall not keep the Benefit for personal use, but instead:

(x) Shall return the Benefit to the Customer or Interested Party;

(y) Shall use the Benefit for the benefit of the Port Authority; or

(z) May make the Benefit available for general use by Port Authority staff (as may be the case with food items), but only if doing so would not create the appearance of impropriety, undue influence, or conflict of interest, or otherwise harm the Port Authority.

SAMPLE

E. Procurement Communications.

1. Prohibition on Procurement Lobbying by Interested Parties.

a. Formal Procurements. Except as permitted by the Procurement Policy, Interested Parties shall not communicate with Port Authority employees or Commissioners regarding any Formal Procurement during the No-Contact Period.

b. Informal Procurements.

i. Interested Parties shall not communicate with Port Authority employees regarding any Informal Procurement, from the time the Port Authority solicits proposals or bids for such Informal Procurements, until the time that the subject of those proposals or bids has been finally acted on by the Port Authority, except as provided below. Interested Parties may:

a) Submit proposals to Authorized Employees responding to the Port Authority's solicitation and related communications;

b) Submit questions or clarification requests to Authorized Employees, including questions or requests presented via electronic means;

c) Participate in discussions, interviews, and presentations conducted at the request of Authorized Employees to assist with Informal Procurements; and

d) Engage in authorized negotiation of the contract that is the subject of the Informal Procurement with Authorized Employees.

ii. Port Authority Informal Procurement solicitations shall, if reasonably possible, contain a statement describing this prohibition against procurement lobbying and the penalties for violations of this prohibition.

2. Restrictions on Procurement Communications by Port Authority Employees.

a. Formal Procurements. Information regarding Formal Procurements is confidential, and Port Authority employees shall not disclose it during the No-Contact Period except as permitted by the Procurement Policy.

b. Informal Procurements.

i. Information regarding Informal Procurements is confidential, and Port Authority employees shall not disclose it to any proposers or bidders or their agents or any third parties before the subject of those proposals or bids has been finally acted on by the Port Authority, except as provided below.

ii. This prohibition does not apply to the following activities by Authorized Employees:

a) Solicitations for proposals or bids, or requests for one or more price quotations, and related communications;

b) Public communications at any Port Authority pre-bid/pre-proposal conferences;

c) Responses to questions or clarification requested by Interested Parties, including responses to questions or requests presented via electronic means;

d) Discussions, interviews, or presentations conducted at the request of Authorized Employees to assist with Informal Procurements; and

e) Negotiation of the contract that is the subject of the proposal, bid, or price quotation.

F. Additional Disclosure Requirements.

1. If a Port Authority employee has a "Substantial Interest" (as defined by the Port Authority Code of Ethics) in a business, contract, or property being considered by the Port Authority, the employee shall not participate in the consideration of the matter, and shall immediately disclose the existence of such Substantial Interest to his or her supervisor.

2. Every Port Authority employee shall immediately disclose to his or her department or division superior, or the Executive Director or Chief Legal Officer, any conduct whereby any person, including any Interested Party (i) violates or attempts to violate the no-lobbying provisions of these Standards, (ii) improperly attempts to influence Port Authority decision-making, or (iii) otherwise violates or attempts to violate these Standards.

SAMPLE

G. Penalties.

1. Employees who violate these Standards may be subject to sanctions and penalties, including official reprimand, suspension of employment, or dismissal from employment.

2. Any Interested Party that offers, confers, or agrees to confer any Benefit as consideration for a Port Authority employee's decision, opinion, recommendation, or other exercise of discretion as a public servant, or otherwise violates or attempts to violate these Standards, may be barred from eligibility for participation in any Port Authority procurement, as provided in the Procurement Policy.

H. Advice Regarding these Standards.

1. Employees who have questions about the application of these standards (or of other Port Authority ethics policies, including its Code of Ethics) to particular situations should seek advice from a Legal Division attorney, in advance of taking action where possible.

2. Disclosure of any advice by an employee to a Legal Division attorney *might not* be protected by the attorney-client privilege.

3. An employee who obtains advice from a Legal Division attorney regarding the application of these Standards (after fully disclosing all relevant facts), and acts in good faith reliance on that advice, shall not be subject to sanctions or penalties, even if that action is later found to constitute a violation of these Standards. However, if the employee has knowledge or reason to believe that the advice he or she received was based upon fraudulent, misleading, or otherwise incorrect information, that employee's reliance upon the advice is not deemed to be in good faith, and sanctions or penalties may be appropriate.

4. Where an employee's actions violate a criminal statute, reliance on the advice of a Legal Division attorney does not prevent prosecution of the employee for such violations.

I. Acknowledgement of Receipt, Understanding, and Compliance.

1. Within three days after receiving these Standards, every new Port Authority employee must complete the acknowledgment on the last page of these Standards using the Learning Management System accessed through the Employee Gateway link on the Port Authority website: <http://porthouston.com/portweb/employee-gateway/>.

2. During February of each calendar year, or as soon thereafter as reasonably practicable, each employee must complete the acknowledgment on the last page of these Standards using the Learning Management System accessed through the Employee Gateway link on the Port Authority website: <http://porthouston.com/portweb/employee-gateway/>.

APPROVED BY: 

Executive Director

Document Owner: Executive
Document Version: 3.0

SAMPLE

Port of Houston Authority
STANDARDS FOR EMPLOYEE INTERACTION
WITH INTERESTED PARTIES
Amended August 2015



Acknowledgement of Receipt, Understanding, and Compliance

1. I hereby acknowledge receipt of a copy of the Port of Houston Authority's Standards for Employee Interaction with Interested Parties.
2. I have read and understand the Standards for Employee Interaction with Interested Parties and shall comply with its provisions.

SAMPLE



Security Management Policy



The Port of Houston Authority (Port Authority) is committed to protecting our port facilities, and providing a secure environment for all employees, tenants, and stakeholders at its port facilities.

The Port Authority shall enforce the laws, preserve the peace, and work cooperatively with the public within the framework of federal, state and local regulations and to meet maritime security requirements of the Maritime Transportation Security Act (MTSA) of 2002, as amended, specifically 33 CFR, Parts 101 and 105.

We dedicate ourselves to the unimpeded transportation of cargo, and to the protection and security of these facilities, which are a critical asset to this community, state, and nation.

It is a goal of the Port Authority to be recognized by the maritime industry as a model port for its development of programs, policies, procedures, and implementation of maritime security efforts.

It is the Port Authority's intent to

- Prevent loss or harm from threats to health, welfare, and assets.
- Monitor, evaluate, and implement programs for continued security improvement.
- Be proactive in emergency response planning to ensure operational recovery.
- Maximize port security while expediting the flow of commerce.

The Port Authority is committed to the spirit and intent of this policy and the laws, rules, and regulations that gave it foundation.

Roger Guenther
Executive Director
Port of Houston Authority

**Port of Houston Authority
ENVIRONMENTAL POLICY**



A. Environmental Commitment

The Port of Houston Authority is committed to conducting operations using a systematic approach to environmental management, in order to help protect and preserve the natural environment.

B. Policy Statement

The Port of Houston Authority will:

- Comply with environmental laws and regulations
- Create business practices to prevent pollution and support sustainability
- Communicate, engage, and collaborate with stakeholders
- Commit to being a recognized maritime industry leader in environmental stewardship
- Continuously improve environmental performance

SAMPLE

C. Adoption

This Port of Houston Authority Environmental Policy was adopted by the Port Commission on March 21, 2017, as evidenced by Minute No. 2017-0321-07.

Policy Owner: Environmental Affairs Department
Policy Version: 3.0