

Letter of Intent



THIS AGREEMENT IS SUBJECT TO MEDIATION WHICH CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Contracting Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

_____, agrees to enter into a contractual agreement
Prime Contractor

with _____, who will provide the following goods/
M/W/SBE Subcontractor

services in connection with the above referenced contract:

_____ for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business Opportunity to function in the above-listed capacity.
(M/W/SBE Subcontractor)

_____ Prime Contractor
_____ M/W/SBE Subcontractor
intend to work on the above-named contract in accordance with the M/W/SBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the above-listed Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

Attachment “ ”

CITY OF HOUSTON CERTIFIED M/W/SBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracting agreements with M/WSBE Subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION.” Additionally, all such subcontract agreements shall contain the following terms:

1. _____ shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
2. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.
3. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the OBO Director. The OBO Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented and regulated contracts, as defined in City Code of Ordinances, Chapter 15, Article V. The MWSBE policy of the City of Houston will be discussed during the Pre-Bid /Pre-proposal conference.

For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity polices and/or governing ordinances, contact the Office of Business Opportunity via the following:

Website: <https://www.houstontx.gov/obo/>

Phone: 832.393.0600

Physical Address: 611 Walker Street, 7th Floor, Houston, Texas 77002