CITY OF HOUSTON

REQUEST FOR PROPOSAL (RFP) for PUBLIC HEALTH EDUCATION SERVICES

SOLICITATION NO.: S66-T25579

Date Issued:	Friday, October 9, 2015
Pre-Proposal Conference:	Thursday, October 29, 2015 1:00 P.M. Third Ward Multi-Service Center 3611 Ennis Street Houston, Texas 77004
Pre-Proposal Questions Deadline:	Friday, November 6, 2015 2:00 P.M., CST
Solicitation Due Date:	Wednesday, November 18, 2015 2:00 P.M., CST
Solicitation Contact Person:	Shannon Pleasant, CTPM shannon.pleasant@houstontx.gov 832-393-8741

Project Summary: A fourteen (14) month agreement with two (2) one (1) year options, which will include sixty (60) days for startup, hiring and strategic planning for the Houston Health Department

Project Description: The Houston Health Department (HHD) is seeking contractors to provide public health education to four (4) separate service areas which encompass eleven Multi-Service Centers (MSC's) strategically located throughout the City of Houston.

NIGP Code: 918-67 948-07 948-47 948-48 952-62 958-56 958-67 918-38 924-05 924-18 924-74

MWBE Goal: 24%

C Hanahan

Carolyn Hanahan
Acting Chief Procurement Officer

10/9/2015
Date

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PART I – GENERAL INFORMATION

General Information

The City of Houston is the fourth largest City in the United States comprising 23 departments with multiple locations throughout the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of $50,000 are routed to City Council for approval.

X Solicitation Schedule

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

EVENT	DATE
Date of RFP Issued	October 9, 2015
Pre-Proposal Conference	October 29, 2015 @ 1:00 – 3:00 p.m.
Questions from Proposers Due to City	November 6, 2015 @ 2:00 p.m.
Proposals Due from Proposers	November 18, 2015
Notice of Intent to Award Date:	January 2016 Tentative)
Council Agenda Date:	February 2016 (Tentative)
Notice To Proceed / Contract Start Date:	February 2016 (Tentative)

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PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

I. BACKGROUND

The Houston Health Department (HHD) is seeking contractors to provide public health education to four (4) separate service areas which encompass eleven Multi-Service Centers (MSC's) strategically located throughout the City of Houston. The services will include, but will not be limited to, increasing awareness and utilization of programs, services and activities offered at each MSC location.

This scope includes Chronic Disease workshops, Public Health Preparedness (PHP) trainings and referrals and education about the State of Texas Emergency Assistance Registry (STEAR). Chronic Disease workshops include Stanford Chronic Disease Self-Management workshops and Stanford Diabetes Self-Management workshops aimed at empowering individuals to manage their health and live long and fulfilling lives. PHP trainings will address preparedness readiness initiatives including developing an emergency plan, building an emergency kit and staying informed. Outreach, referrals and education for STEAR will ensure that emergency planners can properly develop plans and procedures for assisting residents during emergencies.

Workshops and trainings will take place in three (3) geographical service area regions, Areas A, B and C. All Stanford workshops will take place at local MSC's while PHP trainings and STEAR referrals will take place both in MSC's and other venues throughout the community. A vendor may elect to provide a response to one (1) geographical service area, or all service areas within this scope.

The successful proposer(s) will enter into a fourteen (14) month agreement with two (2) one (1) year options, which will include sixty (60) days for startup, hiring and strategic planning.

II. SCOPE OF WORK

HHD is transforming local MSC's into full-service sites that offer amenities to all segments of the population. The transformation efforts include but are not limited to:

- Upgraded amenities
- Rebranding
- Strategic marketing
- Improved customer experiences; and
- Expanded programs and services focused on chronic disease, client access, environmental health, healthy aging, wellness, public health preparedness and youth services.

Purpose:

- Outreach and engage the community in an awareness building campaign.
- Increase the number of individuals trained in Stanford Chronic Disease and Diabetes Self-Management workshops.
- Increase the number of individuals completing Public Health Preparedness Trainings.
- Increase outreach and referrals to the State of Texas Emergency Assistance Registry.
- Increase the utilization of local MSC's.
- Gather data that will guide future strategic goals and planning activities regarding MSC's and surrounding service areas.
- Increase education on methods for being active and maintaining an active lifestyle.

Service Goals:

The goals of this effort by the end of the 14 month period are to:

1) Advertise and outreach Stanford workshops to at least 150 external partners and stakeholders in Areas A, B and C.

2) Advertise and outreach Stanford workshops to at least 5,000 unduplicated adults in Areas A, B and C.

3) Conduct at least 132 Stanford Chronic Disease and/or Diabetes Self-Management workshops.

4) Recruit and educate a minimum of 1,056 participants in Stanford Chronic Disease and Diabetes Self-Management workshops.

5) Conduct 66 Public Health Preparedness (PHP) trainings at MSC sites.

6) Conduct 108 Public Health Preparedness trainings to community partners and stakeholder groups.

7) Educate at least 3,480 unduplicated individuals through Public Health Preparedness trainings.

8) Provide outreach and STEAR education to at least 150 community partners.

9) Provide outreach and education about STEAR to at least 5,000 unduplicated adults.

10) Refer and follow up with at least 2,250 unduplicated individuals to STEAR.

11) Advertise and outreach to at least 150 external partners and stakeholders in each service area.

12) Advertise and outreach to at least 2500 unduplicated adults (at least 835 per service area).

13) Conduct at least 1400 group fitness classes at the 11 MSC's.

Service Areas:

Services will be offered in the following three (3) areas. A vendor may choose to provide services in one, or all service areas.

Each service area has distinct borders and serves unique demographics with diverse cultural needs. Services will be offered in the following three (3) areas.

Area A: This area encompasses the South and Southeast Regions which have combined demographics of 496,137. There are four MSC's in Area A: Denver Harbor MSC, Magnolia MSC, Sunnyside MSC and Third Ward MSC. There are also three WIC sites: Sunnyside, Magnolia and Denver Harbor.

MSC	Demographics	Linguistic Needs
Denver Harbor MSC	Middle-age to older Latino	Spanish
Magnolia MSC	Young Latino	Spanish
Sunnyside MSC	Young African American with a growing senior population.	English/Some Spanish
Third Ward MSC	Older African American	English

Service Area: Zip codes in the South Region include 77004, 77021, 77025, 77030, 77033, 77047, 77048, 77051, 77054, 77061, 77075 and 77087. The Southeast Region includes zip codes 77003, 77011, 77012, 77017, 77020, 77023, 77034, 77059, 77062, 77089 and 77598.

Area B: This area includes the North and Northeast Regions which have demographics of 463,269. There are four MSC's in Area B: Acres Home MSC, Fifth Ward MSC, Kashmere MSC and Northeast MSC. There are also five WIC sites: Acres Home, Airline, Aldine, Northside and Northeast.

MSC	Demographics	Linguistic Needs
Acres Home MSC	Predominantly African American with growing number of Seniors and Hispanic populations	English/Spanish
Fifth Ward MSC	Young African American with growing number of Seniors and Hispanic families	English/Spanish
Kashmere MSC	African American	English/Spanish
Northeast MSC	Young African American with growing number of Seniors and Hispanic families	English/Spanish

Service Area: Zip codes in the North Region include 77016, 77018, 77022, 77060, 77076, 77088, 77091, 77092 and 77093. The Northeast Region includes zip codes 77013, 77026, 77028, 77078, 77339 and 77345.

Area C: This area encompasses the Central West and Southwest Regions and have combined demographics of 996,259. There are three MSC's in Area C: Hiram Clarke MSC, Southwest MSC and West End MSC. There are also six WIC sites: La Nueva Casa, Northwest, Alief, Braesner, Southwest and Sharpstown.

MSC	Demographics	Linguistic Needs
Hiram Clarke MSC	Young Hispanic, African American young families and Seniors	Spanish
Southwest MSC	Majority young Hispanic families with some refugees	Primarily Spanish; some Vietnamese
West End MSC	Young Hispanic and African American families; Senior population mostly Hispanic and Caucasian	Spanish

Service Area: Zip codes in the Central West Region include 77002, 77006, 77007, 77008, 77009, 77010, 77019, 77027, 77043, 77046, 77055, 77080 and 77098. The Southwest Region includes zip codes 77024, 77031, 77035, 77036, 77042, 77045, 77053, 77056, 77057, 77063, 77071, 77072, 77074, 77077, 77079, 77081, 77082, 77085, 77096 and 77099.

III. EDUCATION OPTIONS

Education includes efforts focused on promoting, referring and conducting structured education classes and workshops to unduplicated adults at eleven MSC's and surrounding community sites. There are four distinct program options within this scope. A vendor may elect to provide a response to only one or all service areas:

- Option1: Stanford Self-Management workshops;
- Option 2: Public Health Preparedness (PHP) trainings; and
- Option 3: State of Texas Emergency Assistance Registry (STEAR) outreach, education, referrals and follow up.
- Option 4: Group Fitness Classes

HHD will accept comprehensive proposals including methodology, strategies, activities, number of individuals targeted for reach, measures and tools used to quantify activities from organizations that can provide services for any, or all of the below options.

Program Option 1: Stanford Self-Management Workshops

HHD identified a need to expand accessibility to Chronic Disease workshops throughout the community and in response, is seeking a vendor to promote and conduct Stanford Chronic Disease and Diabetes Self-Management workshops at eleven MSC sites. Classes are highly participative, where mutual support and success build the participants' confidence in their ability to manage their health and maintain active and fulfilling lives.

Chronic Disease Self-Management - The Stanford School of Medicine Chronic Disease Self-Management Program, Better Choices, and Better Health® Workshop curriculum will be utilized. It is a six (6)-week workshop for people with various chronic health problems or their caretakers. It teaches the skills needed in the day-to-day management of chronic diseases and to maintain and/or increase life's activities. Topics include exercise, medication management, effective communication, nutrition, decision making and tools to assist in evaluating new treatments. Each class is highly participatory encouraging students to share experiences and create weekly action plans and is taught by two trained Lay Leaders.

Diabetes Self-Management (DSM): The Stanford School of Medicine Diabetes Self-Management Program is a six (6)-week workshop for people with type two (2) diabetes. It teaches the skills needed in the day-to-day management of diabetes and to maintain and/or increase life's activities. Topics include techniques to deal with the symptoms of diabetes, exercise, healthy eating, medication management and tools to work more effectively with health care providers. Each class is highly participatory encouraging students to share experiences and create weekly action plans and is taught by two (2) trained lay leaders.

Deliverables

1) The vendor must:

   a. Advertise and outreach Stanford workshops to at least 150 external partners and stakeholders (at least 50 external partners in each area).
   b. Advertise and outreach Stanford workshops to at least 5,000 unduplicated adults in each service area.
      i. The annual targets are 1,666 unduplicated adults per area.
      ii. 139 unduplicated adults per month
   c. Conduct at least 132 Stanford Chronic Disease and Diabetes Self-Management workshops.
      i. Annual targets for Area A and B is 48 Stanford workshops or 12 workshops per site.
      ii. Annual target for Area C is 36 Stanford workshops or 12 workshops per MSC.

d. Recruit and educate a minimum of 1,056 participants in Stanford Chronic Disease and Diabetes Self-Management workshops.
   i. Annual target is to recruit and educate 384 participants in 48 workshops in each area with approximately 8 participants per workshop.

2) Vendor applying for Area A only*
   a. Advertise and outreach Stanford workshops to at least 50 external partners and stakeholders.
   b. Advertise and outreach Stanford workshops to at least 1,667 people.
   c. Conduct at least 48 Stanford workshops at the four MSC's. This equals 12 workshops at each MSC.
3) Vendor applying for Area B only*
   a. Annually, recruit and educate at least 384 participants in the 48 workshops held.
   b. Advertise and outreach Stanford workshops to at least 50 external partners and stakeholders.
   c. Advertise and outreach Stanford workshops to at least 1,667 people.
   d. Conduct at least 48 Stanford workshops at the four MSC's. This equals 12 workshops at each MSC site.
   e. Recruit and educate at least 384 participants in the 48 workshops held.
4) Vendor applying for Area C only*
   a. Advertise and outreach Stanford workshops to at least 50 external partners and stakeholders.
   b. Advertise and outreach Stanford workshops to at least 1,667 people.
   c. Conduct at least 36 Stanford workshops at the three MSC's. This equals 12 workshops at each MSC site.
   d. Recruit and educate at least 288 participants in the 36 workshops held in Area C.

<u>Stanford Workshop Criteria: Outreach and Education</u>

1. Vendor is responsible for engaging, advertising and outreaching Stanford workshops to the community at large and external partners. Vendor shall not have any financial relationship with any external partner or stakeholder who participates in outreach, recruitment or education activities.
2. All outreach materials shall be provided in English and Spanish. These materials must be approved by the City before distribution.
3. Vendor is responsible for follow up of outreach to ensure recruitment into workshops.
4. Vendor is responsible for recruitment of participants and conducting Stanford Chronic Disease Self-Management and Diabetes Self-Management workshops.
5. Vendor must meet all service area deliverables and targets. If workshop participant target for each MSC is not met, vendor will be required to host additional workshops at the MSC to meet this deliverable. This goal shall be reached 12 months after the date of contract award.
6. City expects that a minimum of 70% of participants successfully complete Stanford workshops. All participants must attend the first class and three additional classes, for a total of four classes, in order for vendor to meet this deliverable.
7. Stanford workshops shall not exceed 16 participants.
8. Vendor shall provide both English workshops and Spanish workshops at each MSC site. MSC locations that require a higher frequency of Spanish or English workshops will be identified by the City.
9. Vendor shall provide a combination of Chronic Disease and Diabetes workshops at each MSC site. MSC locations that require a higher frequency of workshops will be identified by the City. In the event that a vendor receives increased requests for a specific workshop the vendor shall seek approval from the City.
10. Each workshop must be facilitated by two certified Stanford lay leaders. Vendor representatives shall be certified as Stanford lay leaders within 30 (thirty) days after award of contract. Vendor shall have adequate staff trained to conduct Stanford workshops. The City will provide lay leader training to vendor representatives who are not previously

certified. This four day lay leader training will be conducted by City Master Trainers at a time and location identified by the City.

Milestones

11. Vendor will track all outreach and follow up activities using an approved monthly reporting form provided by the City. This form will include the following information:
    - Agency name
    - Agency rep who completed outreach or follow up activity
    - Agency contact phone number
    - Agency contact fax number
    - Agency contact email
    - Agency address
    - Outreach Event:
        - Date of outreach event
        - Name and location of outreach event
        - Host agency of outreach activity
        - Number of people attending outreach activity
        - Number of outreach materials handed out at activity
    - Follow Up Activities:
    - Client phone number
    - Client email address
    - Client address including zip code
    - Client age
    - Client gender
    - Client ethnicity
    - Client race
    - Preferred language
12. Vendor shall submit a monthly updated list of certified Stanford lay leaders to ensure sufficient coverage of workshops to ensure workshops are not cancelled.
13. Intake forms will be required for all participants in Stanford workshops. The intake form shall be completed on the first day of the workshop and will be required as supporting documentation.
14. Vendor shall submit sign in sheets for each Stanford workshop class must include the following:
    - Printed name of adult attending class
    - Signature of adult attending class
    - DOB
    - Gender
    - Address including zip code
    - Telephone number
    - Email address
    - Printed name and signature of instructor
    - Language class provided in
    - Date and time of class
15. Pre/post tests will be required. These will be provided by the City and will be required as supporting documentation.
16. Vendor shall provide a monthly electronic performance report detailing all classes conducted by the eighth of the month for the previous month’s activity. The monthly report template will be provided by the City of Houston.
17. Vendor shall meet with HHD managers on a monthly basis to discuss both progress and to address any outstanding questions or issues.

18. City reserves the right to attend any class, at any time and to video tape a class with prior notice.
19. Vendor shall conduct routine background checks on all instructors and this information will be made available to the City upon request.
20. All required documents for reimbursement must be submitted to HHD on the eighth business day of the following month. Invoices are net 30 and are paid 30 days after the City has approved the invoice.
21. City expects that a minimum of 70% of participants successfully complete Stanford workshops. All participants must attend the first class and three additional classes, for a total of four classes, in order for vendor to meet this deliverable. Payment is based on participants who have successfully completed Stanford workshop.
22. A monthly performance report will be uploaded to a City FTP site by the eighth of the month identifying performance for the previous month. The City shall provide the template to be used for this electronic performance report.
23. All supporting documentation that details all approved expenditures for the month will accompany the monthly invoices with copies of the required reports identified below; failure to do so may result in delay of payment. These will be uploaded to a secure FTP site. This includes the following with the monthly invoicing:
    - Electronic monthly referral report for the previous month's outreach, follow up and workshop classes.
    - Summary report that identifies all outreach activities, follow-ups and adults successfully referred to Stanford workshops, the number of individuals attending each workshop session and the number of people successfully completing each workshop. Summary report template with be provided by City.

<u>Program Option 2: Public Health Preparedness (PHP) Trainings</u>

The Bureau of Public Health Preparedness (PHP) exists to build infrastructure to help the City respond to public health disasters through planning, outreach, training, exercise and response. With the vision of self-sufficient families and individuals in safe and healthy communities, the department is seeking to expand outreach and education throughout the three identified service areas: Areas A, B and C.

HHD is seeking vendors to conduct monthly PHP trainings in each area. Each 60 minute session will address readiness initiatives including developing an emergency plan, building an emergency kit, staying informed and information regarding the STEAR. The session will utilize interactive techniques to keep clients engaged and provide tools necessary to plan for an emergency. Participants will be required to complete a pre/posttest and should end each session with a written emergency plan which includes a communication plan and list of supplies for an emergency kit. Training, curriculum and materials will be provided by HHD.

Deliverables

Vendor will provide trainings to the community at large while also ensuring high priority population needs are met. Trainings shall be conducted to various groups including economically challenged, disabled, senior, Hispanic and Vietnamese populations. Additionally, vendors shall ensure they work with a diverse group of partners including, but not limited to, churches, community organizations, non-profits, schools and senior facilities.

Area C has a special need for Vietnamese training. Vendors who can accommodate this need will be given priority in this area.

A vendor may elect to provide a response to only one geographic Service Area, or all Service Areas within this scope.

1) Vendors applying for Service Areas A, B and C.

   a. Conduct 66 PHP trainings at MSC sites. Milestones which includes 24 PHP trainings at the four MSC's in Area A and B. Additionally to provide 18 PHP trainings at the three MSC's in Area C. Conduct at least 108 PHP trainings to community partners and stakeholder groups. Milestones include conducting at least 36 PHP training:
   b. Educate at least 3,480 unduplicated individuals through PHP trainings Milestones include educating at least 1,200 unduplicated individuals Educating at least 720 participants at training throughout the community.
      1. Educate at least 1,080 unduplicated individuals in Area C. Educate at least 360 participants at trainings located at MSC's in Area C.
      2. Educate at least 720 participants at trainings located throughout the community.

2) Vendor applying for Area A only
   a. Conduct 24 PHP trainings at the four MSC sites Conduct 36 PHP trainings to partners and stakeholder groups
      i. Educate at least 1,200 unduplicated individuals.
      ii. Educate at least 480 participants at trainings located at MSC's and educate at least 720 participants at trainings located throughout the community.

3) Vendor applying for Area B only
   a. Conduct at least 24 PHP trainings at the four MSC sites located Conduct 36 PHP trainings to partners and stakeholder groups
      i. Educate at least 1,200 unduplicated individuals. Educate at least 480 participants at trainings located at MSC's.
      ii. Educate at least 720 participants at trainings located throughout the community.

4) Vendor applying for Area C only*
   a. Conduct at least 18 PHP trainings at the three MSC sites located. Conduct at least 36 PHP trainings to partners and stakeholder groups located.
   b. Educate at least 1,080 unduplicated individuals.
      i. Educate at least 360 participants at trainings located at MSC's.
      ii. Educate at least 720 participants at trainings located throughout the community.

PHP Training Criteria

1. Vendor is responsible for engaging, advertising and outreaching PHP trainings located at both MSC's and community sites. Vendor shall not have any financial relationship with any external partner or stakeholder who participates in outreach, recruitment or education activities.
2. All outreach materials shall be provided in English, Spanish and Vietnamese (if applicable). These materials must be approved by the City before distribution.
3. The City will ensure that vendors who can accommodate the Vietnamese training for Area C will have adequate materials translated for distribution.
4. Vendor is responsible for recruitment of participants and conducting PHP trainings.
5. Vendor must meet all service area deliverables and targets. If participant target is not met, vendor will be required to host additional trainings to meet this deliverable. This goal shall be reached 12 months after the date of contract award.
6. PHP trainings must last 60 minutes, have a minimum of 15 participants and shall not exceed 50 participants.
7. Vendor shall provide both English and Spanish trainings at each MSC site. MSC locations that require a higher frequency of Spanish or English workshops will be identified by the City.

8. Each PHP training must be facilitated by a certified lay leader who has received training from the City. Vendor representatives shall be certified as lay leaders within 30 days after award of contract. Vendor shall have adequate staff trained to conduct PHP trainings. Lay leader training will be conducted by City Trainers at a time and location identified by the City.

Milestones

9. Vendor shall maintain and submit a monthly updated list of certified lay leaders to ensure sufficient coverage of trainings to guarantee workshops are not cancelled.
10. A pre/post-test, appendix, evaluation survey and presentation evaluation will be required for all participants in PHP training. These forms shall be completed each training and will be required as supporting documentation. The City will provide a template for these forms.
11. Vendor shall submit a monthly list of partners, stakeholders and community groups who they are working with. It is the vendor's responsibility to ensure they are working with a diverse group of stakeholders and agencies.
12. Sign in sheets for each PHP training class must include the following:
    - Printed name and signature of instructor
    - Language class provided in
    - Date and time of class
    - Location of class
    - Community group, stakeholder or partner name, if applicable
    - Printed name of adult attending class
    - Signature of adult attending class
    - Age
    - Address including zip code
    - Ethnicity
    - Preferred language
    - Contact information if wishing to volunteer.
    - Email address
13. Vendor shall provide a monthly electronic performance report detailing all classes conducted by the eighth of the month for the previous month's activity. The monthly report template will be provided by the City of Houston.
14. Vendor shall meet with PHP managers on a monthly basis to discuss both progress and to address any outstanding questions or issues.
15. City reserves the right to attend any class, at any time and to video tape a class without prior notice.
16. Vendor shall conduct routine background checks on all instructors.
17. Vendor shall not promote agenda that is beyond the PHP training required by this scope. All agendas and materials must be provided to the City for approval. Failure to do so will result in termination of contract.

Program Option 3: State of Texas Emergency Assistance Registry (STEAR) Outreach and Education Campaign

In the event of an emergency some individuals may need additional assistance leaving their homes, or responding to emergency conditions by themselves. The STEAR (formerly the Transportation Assistance Registry) allows residents to provide information on their specific situation to emergency management officials who can help them with what they need in order to evacuate to safety, or provide them with life-sustaining resources during times of disaster. The information also helps emergency planners as they develop plans and procedures for assisting residents during emergencies.

Any resident, or caregiver with permission, may register an individual for assistance under the STEAR program if they have any condition, healthcare need or may need additional assistance during an emergency. Some examples include individuals who:

- Do not speak English well, or have any kind of disability which keeps them from communicating easily
- May need transportation assistance during an evacuation.
- Require electricity for life-sustaining equipment (such as life support machines, electric wheelchairs, or are insulin-dependent and require refrigeration).

There are three (3) ways to sign up for the STEAR Program:

- Register online
- Call 2-1-1
- Fill out a paper form and mail it to the Texas Department of Public Safety.

The vendor shall be responsible for outreach and education. Additionally, the vendor will be responsible for identifying people to refer to the program and following up with individuals to ensure that they complete the necessary STEAR paperwork within 90 days. Individuals enrolling in STEAR are required to re-enroll each calendar year.

Deliverables

A vendor may elect to provide a response to only one geographic Service, or all Service Areas, within this scope.

1) Vendors applying for all Service Areas: Areas A, B and C
    a. Provide outreach and STEAR education to at least 150 community partners (at least 50 community partners in each area).
    b. Provide outreach, education, referrals and follow up to at least 5,000 unduplicated adults (at least 1,666 unduplicated individuals in each Area).
    c. Refer and follow up with at least 2,250 unduplicated individuals to ensure registration into STEAR (at least 750 unduplicated individuals in each area).

2) Vendors applying for Service Area A only
    a. Outreach and educate at least 50 community partners, provide outreach, education, referrals and follow up to at least 1,666 unduplicated individuals.
    b. Refer and follow up with at least 750 unduplicated individuals to ensure registration into STEAR.

3) Vendors applying for Service Area B only
    a. Outreach and educate at least 50 community partners.
    b. Provide outreach, education, referrals and follow up to at least 1,666 unduplicated individuals.
    c. Refer and follow up with at least 750 unduplicated individuals to ensure registration into STEAR.

4) Vendors applying for Service Area C only
    a. Outreach and educate at least 50 community partners.
    b. Provide outreach, education, referrals and follow up to at least 1,666 unduplicated individuals.
    c. Refer and follow up with at least 750 unduplicated individuals to ensure registration into STEAR.

Milestones:

1. It is the vendor responsibility to engage the community, complete referrals to STEAR and follow up with referrals to ensure enrollment into the registry.
2. Outreach to facilities that are required by law to enroll residents into STEAR will not be counted towards any referral goals or milestones.
3. City expects that a minimum of 50% of adults referred to STEAR successfully complete the appropriate documents within 90 days of referral. The City will monitor successful completion of those individuals who have been referred.

4. Vendor shall complete an eligibility survey approved by the City as part of the screening process for all individuals referred to STEAR.
5. Vendor shall maintain an electronic copy of all Eligibility Surveys completed and this documentation shall be made available to the City for review upon request.
6. Vendor shall submit a monthly electronic referral report that provides the following:
    - Agency name
    - Agency rep who completed screening and referral
    - Agency contact phone number
    - Agency contact fax number
    - Agency contact email
    - Agency address
    - Date of referral
    - Name of the client being referred
    - Client phone number
    - Best time to contact individual
    - Client emergency contact number
    - Household income
    - Client email address
    - Client address including zip code
    - Client age
    - Client gender
    - Client ethnicity
    - Client race
    - Preferred language
    - Requested Need from STEAR:
    - Additional information that may be important to assist the client
7. These monthly electronic referral reports shall be uploaded to a secure FTP site.
8. Vendor shall provide a monthly electronic performance report detailing all referrals by the eighth of the month for the previous month's activity. This report will detail outreach activities, referrals and follow up activities.
9. The monthly report template will be provided by the City of Houston.
10. Vendor shall meet with Public Health Preparedness managers on a monthly basis to discuss both progress and to address any outstanding questions or issues.
11. City expects that a minimum of 50% of adults referred to STEAR to successfully complete the appropriate documents within 90 days of referral. Payment to the vendor is based on both the referral and the client's successful completion of the appropriate documents with a representative within 90 days of referral.
12. All supporting documentation that details all approved expenditures for the month will accompany the monthly invoices with copies of the required reports identified below; failure to do so may result in delay of payment. This includes the following with the monthly invoicing:
    - Electronic monthly referral report for the previous month
    - Summary report that identifies the number of eligibility surveys completed for the previous month, identifying date of referral, follow up and pertinent information regarding the clients. Summary report template will be provided by City.

<u>Program Option 4: Group Fitness Classes</u>

HHD identified a need to expand accessibility to increase opportunities for structured physical activity throughout the community and in response, is seeking a vendor to promote and conduct Group Fitness Classes at eleven MSC sites. Group Fitness Classes target adults of all fitness levels and exercise experience. Classes are highly participative, where mutual support and success build the participants' confidence in their ability to be physically active.

Group Fitness Classes may include but are not limited to themes such as yoga, Zumba or other aerobic based classes, strength training and line dancing. Group Fitness Classes are 45 minutes to one hour in duration and have at least five (5) participants within a class. Group Fitness Classes are taught by Personal Trainers, Certified Fitness Instructors, and/or facilitators with similar or equivalent certification/licensure.

Deliverables

A vendor may elect to provide a response to only one geographic Service Area, or all Service Areas, within this scope.

1) Vendors applying for Service Areas A, B and C.
    a. Advertise and outreach Group Fitness Classes to at least 150 external partners and stakeholders in Areas A, B and C. Annually this target is 50 external partners for each Area.
    b. Advertise and outreach Group Fitness Classes to at least 2500 unduplicated adults in Areas A, B and C. The annual targets are 835 unduplicated adults per Area.
    c. Conduct at least 1400 Group Fitness Classes at the 11 MSC's located in Area A, B and C. Annual targets for Area A, B, and C is at least 465 classes per Area, distributed across the 11 MSC's in each Area. Each class requires a minimum of 5 participants per class.
2) Vendor applying for Area A only*
    a. Advertise and outreach Group Fitness Classes to at least 50 external partners and stakeholders in Area A.
    b. Advertise and outreach Group Fitness Classes to at least 1500 people in Area A.
    c. Conduct at least 465 total Group Fitness Classes in Area A with a minimum of 50 classes per each of the four MSC's in Area A.
    d. Annually, recruit and educate at least 835 unduplicated participants in 465 Group Fitness Classes held in Area A.
3) Vendor applying for Area B only*
    a. Advertise and outreach Group Fitness Classes to at least 50 external partners and stakeholders in Area B.
    b. Advertise and outreach Group Fitness Classes to at least 1500 people in Area B.
    c. Conduct at least 465 Group Fitness Classes in Area B with a minimum of 50 classes per each of the four MSC's located in Area B.
    d. Annually recruit and educate 835 unduplicated participants in the 465 Group Fitness Classes held in Area B.
4) Vendor applying for Area C only*
    a. Advertise and outreach Group Fitness Classes to at least 50 external partners and stakeholders in Area C.
    b. Advertise and outreach Group Fitness Classes to at least 1500 people in Area C.
    c. Conduct at least 465 Group Fitness Classes in Area C with a minimum of 50 classes per each of the MSC's located in Area C.
    d. Annually recruit and educate 835 unduplicated participants in the 465 Group Fitness Classes held in Area C.

Group Fitness Classes: Outreach and Education Criteria

1. Vendor is responsible for engaging, advertising and outreaching Group Fitness Classes to the community at large and external partners. Vendor shall not have any financial relationship with any external partner or stakeholder who participates in outreach, recruitment or education activities.
2. All outreach materials shall be provided in English and Spanish. These materials must be approved by the City before distribution.
3. Vendor is responsible for follow up of outreach to ensure recruitment into classes.
4. Vendor is responsible for recruitment of participants and conducting Group Fitness Classes.
5. Vendor is responsible for providing Group Fitness Class Instructors who are Personal Trainers, Certified Fitness Instructors, or have a similar or equivalent certification/license.
6. Vendor must meet all service area deliverables and targets. If Group Fitness Class participant target for each Area is not met, vendor will be required to host additional classes within the Area to meet this deliverable. This goal shall be reached 12 months after the date of contract award.
7. Group Fitness Classes shall have a minimum of 5 participants. Group Fitness Classes shall not exceed 50 participants.
8. Vendor shall provide both English and Spanish speaking instructors within each Area. MSC locations that require a higher frequency of Spanish or English instructors will be identified by the City.
9. Vendor shall provide a variety of Group Fitness Classes themes at each MSC site. MSC locations that require a higher frequency of classes will be identified by the City. In the event that a vendor receives increased requests for a specific Group Fitness Class the vendor shall seek approval from the City.
10. Each Group Fitness Class must be facilitated by Personal Trainer, Certified Fitness Instructor or fitness professional with similar or equivalent certification/license.
11. Vendor will supply audio and other equipment necessary to conduct Group Fitness Classes.
12. Vendor is required to schedule all classes and maintain a minimum of 5 registered participants. All walk-ins will be accepted.
13. Vendor cannot charge participants a fee or offer any goods or services for sale.

Milestones

14. Vendor will track all outreach and follow up activities using an approved monthly reporting form provided by the City. This form will include the following information:
    - Agency name
    - Agency rep who completed outreach or follow up activity
    - Agency contact phone number
    - Agency contact fax number
    - Agency contact email
    - Agency address
    - Outreach Event:
        - Date of outreach event
        - Name and location of outreach event
        - Host agency of outreach activity
        - Number of people attending outreach activity
        - Number of outreach materials handed out at activity
    - Follow Up Activities:
    - Client phone number
    - Client email address
    - Client address including zip code

- Client age
- Client gender
- Client ethnicity
- Client race
- Preferred language

15. Sign in sheets for each Group Fitness Class must include the following:
    - Printed name of adult attending class
    - Signature of adult attending class
    - DOB
    - Gender
    - Address including zip code
    - Telephone number
    - Email address
    - Printed name and signature of instructor
    - Language class provided in
    - Date and time of class
16. Vendor shall provide a monthly electronic performance report detailing all classes conducted by the eighth of the month for the previous month's activity. The monthly report template will be provided by the City of Houston.
17. Vendor shall meet with HHD managers on a bi- monthly basis to discuss both progress and to address any outstanding questions or issues.
18. City reserves the right to attend any class, at any time and to video tape a class with prior notice.
19. Vendor shall conduct routine background checks on all Fitness Instructors.
20. All required documents for reimbursement must be submitted to HHD on the eight business day of the following month. Invoices are net 30 and are paid 30 days after the "City" has approved the invoice.
21. A monthly performance report will be uploaded to a City of Houston FTP site by the eighth of the month identifying performance for the previous month. The City shall provide the template to be used for this electronic performance report.
22. All supporting documentation that details all approved expenditures for the month will accompany the monthly invoices with copies of the required reports identified below; failure to do so may result in delay of payment. These will be uploaded to a secure FTP site. This includes the following with the monthly invoicing:
    - Electronic monthly referral report for the previous month's outreach, follow up and workshop classes.
    - Summary report that identifies all outreach activities, follow-ups and adults successfully completing fitness sessions and the number of individuals attending each session. Summary report template with be provided by City.

IV. PROPOSAL REQUIREMENTS

<u>Payment Rates</u>

1) The vendor, and each professional performing a particular service, shall properly sign all documents. The accuracy and completeness of each document is vital to justify reimbursement.
2) All required documents for reimbursement must be submitted to HHD on the eight business day of the following month. Invoices are net 30 and are paid 30 days after the "City" has approved the invoice.
3) City expects that a minimum of 50% of adults referred to successfully complete the appropriate documents with the representative within 90 days of referral. Payment to the vendor is based on both the referral and the client's successful completion of the appropriate documents with a representative within 90 days of referral.

4) All supporting documentation that details all approved expenditures for the month will accompany the monthly invoices with copies of the required.
5) Reports identified below; failure to do so may result in delay of payment. This includes the following with the monthly invoicing:
    - Electronic monthly referral report for the previous month
    - Summary report that identifies the number of eligibility surveys completed for the previous month, identifying date of referral and pertinent information regarding the clients. Summary report template with be provided by City.

***Minimum Percentage is 50% of Adult Requirement Referred and successfully completes the appropriate documents with the representative within 90 days of referral for each service option. Payment to the vendor is based on both the referral and the client's successful completion of the appropriate documents with a representative within 90 days of referrals.**

Technology Requirements

1) Vendor and representatives must have access to a secured network. If working outside of a secured network, vendor must have Virtual Private Network (VPN) capabilities.
2) All documentation will be collected in an information system selected by the City. The City will provide secure access and training to the aforementioned information system.
3) All vendors must have the ability to utilize Microsoft products.
4) All vendors that transmit health information in an electronic format must maintain reasonable and appropriate administrative safeguards, physical safeguards and technical safeguards as set forth in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Inspection and Audit Requirements
Inspections and Audits: the City representatives have the right to perform, or to have performed audits of the contractor books, records, inspections of all places where work is performed on behalf of the City. Vendor must make all books and records available for this purpose for at least three years after this agreement terminates.

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Price proposals of those shortlisted will be evaluated once the shortlist is identified by the evaluation committee. The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

A. Selection Process

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the City. Selected proposal will be submitted for approval by the appropriate City officials. The City of Houston intends to select a proposal that best meets the needs of the City and provides the overall best value. Upon approval of the selected Proposer, a contract will be executed by the appropriate City officials.

Each proposal will be evaluated on the basis of the following evaluation criteria:

1. Responsiveness of Proposal

   a) Proposer is compliant with all the submission requirements of the RFP. Proposers meet all components of the RFP that will enable committee to conduct evaluation.

2. Technical Competence

   a) Qualifications and specialized experience for the Proposer to successfully perform the services for the City, as evidenced by the successful implementation of similar projects for large complex organizations. Preferably city, state, or other Government entities.

   b) Quality of the overall proposed plan of action, including but not limited to the understanding of technical requirements, sound methodology and workflow strategy, quality assurance and control measures, implementation schedule, and understanding of HHD's goals.

   c) Qualifications and specialized experience of key personnel to successfully implement the project as evidenced by experience and adequate of resources similar role as that proposal.

   d) Financial Stability of the Proposer to successfully undertake the project and the ability to ensure performance over the duration of the contract, as evidenced by copies of its audited financial statements for the past two (2) years.

   e) Level of participation with M/WBE firms.

3. Price Proposal

   a) Price will be evaluated separately for overall reasonableness.

B. Interviews/Oral Presentations

The City reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the presentations is to inform the work of the evaluation committee.

<u>PART IV – SUBMISSION OF PROPOSAL</u>

A. Instructions for Submission

1. <u>Number of Copies.</u> Nine (9) printed copies of the proposal, one marked as "Original" and signed in BLUE ink; along with nine (9) electronic thumb drives (*with no password protection*), in a sealed envelope bearing the assigned solicitation number. Do not include the Pricing information on the thumb drives.

   Mail the proposals to:
   City Secretary's Office
   City Hall Annex
   900 Bagby
   Houston, Texas 77002

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2. Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.

3. Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs.

4. Complete submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.

5. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. THE PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. DO NOT INCLUDE THE PRICING INFORMATION ON THE ELECTRONIC THUMB DRIVES. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.

6. Timely delivery of Proposals. The Proposal, including the Technical Proposal, the Pricing Proposal and signed Contract, must be delivered by hand or sent to the City of Houston City Secretary's Office through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

7. Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.

2. Executive Summary. The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, the key personnel who will be responsible for seeing the project through completion.

3. Qualifications of the Proposer. Provide chronological resumes of the key personnel that will be assigned to the project. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project. Please complete Exhibit I – REFERENCES LIST OF PREVIOUS CUSTOMERS.

4. Key Personnel. Provide qualifications and experience of key personnel to successfully perform the services as evidenced by prior experience in a similar role on comparable projects.

5. Financial Stability. Provide the audited financial statements, at a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes; or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two (2) fiscal years.

6. M/WBE. Provide the qualification information for each of the M/WBE firms proposed. Also, please indicate the level of participation.

7. Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.

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

9. Other. Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations.

PART V – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Ten Thousand Dollars ($10,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

C. Minority and Woman Business Enterprises (MWBE)

Contactor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWBE's. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

D. Protests

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted there under. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

1. A protest must be filed in accordance with the timing requirements set forth herein and must include:

   i. the name, address, telephone number and email address of the protestor;
   ii. the number of the solicitation;
   iii. all information confirming that the protestor is an interested party;
   iv. a written statement of the grounds for the protest and the law, ordinance, or policy alleged to have been violated. The statement should be accompanied by relevant supporting documentation and the relief requested.
   v. all information confirming the timeliness of the protest; and
   vi. the signature of the protestor

   Protests shall be submitted to:

   Chief Procurement Officer
   City of Houston
   901 Bagby, B300
   Houston, TX 77002

2. The City recognizes three types of protests:
   i. Protests regarding solicitation (Pre-Bid Protest)
   Any protest regarding a solicitation published by the City shall be filed no later than five (5) days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate. Any protest filed after the due date raising issues regarding the solicitation will not be considered.
   ii. Protests regarding the evaluation of bids, qualifications, or proposals (Pre-Award Protest)
   Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than ten (10) days after:
   (a) opening of bids (if a bid); or
   (b) due date (if RFQ/RFP); or
   (c) notification that the interested party's bid or proposal has been rejected.
   Any protest received after the deadline will not be considered.
   iii. Protests regarding award of contract (Post-Award Protest)
   Upon receipt of a timely and properly filed protest regarding the award of a contract, the City will not issue a notice to proceed or submit an order for goods until the protest has been resolved, provided such delay will not be detrimental to the interests of the City.

PART VI – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer Shannon Pleasant telephone: 832.393.8741, fax: 832.393.8759, or e-mail (preferred method to): shannon.pleasant@houstontx.gov no later than 2:00 P.M., CST, Friday, November 6, 2015. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

C. Letter(s) of Clarification

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

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

D. Examination of Documents and Requirements

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

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

E. Exceptions to Terms and Conditions

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

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

F. Post-Proposal Discussions with Proposer(s)

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

PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

1. Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)

2. Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, Attachment "B", Notice of Intent, Attachment "C", Certified M/WBE Subcontract Terms, Attachment "D" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)

3. Fair Campaign Ordinance Form "A" (Exhibit III)

4. Affidavit of Ownership or Control (Exhibit IV)

5. Anti-Collusion Statement (Exhibit V)

6. Conflict of Interest Questionnaire (Exhibit VI)

PART VIII– REQUIRED FORMS TO BE SUBMITTED BY AWARDED VENDOR ONLY

Required forms shall be supplied to the vendor after award.

1. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)

2. Drug Compliance Agreement Attachment "A", Drug Policy Compliance Declaration Attachment "B" and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D" (Exhibit VIII)

3. City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form "1" (Exhibit IX)

4. Hire Houston First Affidavit (Download Copy at http://www.houstontx.gov/obo/hirehoustonfirst.html and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to houstonbsc@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.

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

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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EXHIBIT I
OFFER AND SUBMITTAL

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

____
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):
____

Federal Identification Number:
____

By: ____
(Signature of Authorized Officer or Agent)

Printed Name: ____

Title: ____

Date: ____

Address of Contractor: ____
Street Address or P.O. Box

____
City, State Zip Code

Telephone No. of Contractor: (_____) ____

Signature, Name and title of Affiant: ____

____
(Notary Public in and for)

____ County, Texas

My Commission Expires: ____________ day of ______________________________ 20________

EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS

1. Name: ______________________ Phone No.: ______________
Address: ____
Contract Award Date: ____________ Contract Completion Date: ____________
Contract Name/Title: ______________________________________
Email: ______________________________________
System Description: ______________________________________
____

2. Name: ______________________ Phone No.: ______________
Address: ____
Contract Award Date: ____________ Contract Completion Date: ____________
Contract Name/Title: ______________________________________
Email: ______________________________________
System Description: ______________________________________
____

3. Name: ______________________ Phone No.: ______________
Address: ____
Contract Award Date: ____________ Contract Completion Date: ____________
Contract Name/Title: ______________________________________
Email: ______________________________________
System Description: ______________________________________
____

4. Name: ______________________ Phone No.: ______________
Address: ____
Contract Award Date: ____________ Contract Completion Date: ____________
Contract Name/Title: ______________________________________
Email: ______________________________________
System Description: ______________________________________

EXHIBIT I
LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: ______________________________

BID NO.: ______________________________

FORMAL BID TITLE: ______________________________

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE

TOTAL. . . . . $___________

M/WBE PARTICIPATION AMOUNT. . . . . $__________%

TOTAL BID AMOUNT. . . . . $___________

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).
THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY. **NOTE:** **ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.** **THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.**

____

BIDDER COMPANY NAME

____

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

____

NAME (TYPE OR PRINT)

____

TITLE

EXHIBIT II
ATTACHMENT “B”
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

NOTICE OF INTENT

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

To: City of Houston
Administering Department

Date: ___________________

Project Name and Number ____

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

____ , agrees to enter into a contractual agreement with
Prime Contractor

__________________________________, who will provide the following goods/services in connection
MWSBE Subcontractor

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
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

_______________________________________ _______________________________________ Intend to
Prime Contractor M/W/SBE Subcontractor

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

_______________________________________	_______________________________________
Signed (Prime Contactor)	Signed (M/W/SBE Subcontractor)
_______________________________________	_______________________________________
Printed Signature	Printed Signature
_______________________________________	_______________________________________
Title Date	Title Date

EXHIBIT II
ATTACHMENT “C”
CERTIFIED M/WBE SUBCONTRACT TERMS

CITY OF HOUSTON CERTIFIED M/WSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. _______________________(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).

2. _______________________(M/WSBE subcontractor) 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 or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the 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 and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A <u>goal-oriented</u> contract means any contract for the supply of goods or non-professional services in excess of <u>$100,000.00</u> for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

Report Period: ______________________

PROJECT NAME & NUMBER: __________________________________ AWARD DATE:____________________________

PRIME CONTRACTOR: _______________________________________ CONTRACT NO.: __________________________

ADDRESS: ____ CONTRACT AMOUNT: _____________________

LIAISON/PHONE NO.: ______________________________________ M/WBE GOAL: ___________________________

M/WBE SUB/VENDOR NAME	**DATE OF OBO CERTIFICATION**	**DATE OF SUBCONTRACT**	**SUBCONTRACT AMOUNT**	**% OF TOTAL CONTRACT**	**AMOUNT PAID TO DATE**	**% OF CONTRACT TO DATE**

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Carlecia Wright 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

EXHIBIT III
FAIR CAMPAIGN ORDINANCE

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

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

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

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

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

EXHIBIT III
FORM "A": FAIR CAMPAIGN

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: ____

Firm or Company Address: ____

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

[ ] **SOLE PROPRIETORSHIP**

Name________________________ ___________________________
Proprietor Address

[ ] **A PARTNERSHIP**

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

Name________________________ ___________________________
Partner Address

Name ________________________ ___________________________
Partner Address

[ ] **A CORPORATION**

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

Name____________________________ _______________________________
Director Address

Name____________________________ _______________________________
Director Address

Name ________________________ _______________________________
Director Address

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

Name________________________ ________________________________
Officer Address

Name________________________ ________________________________
Officer Address

Name________________________ ________________________________
Officer Address

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

Name________________________ ________________________________
Address

Name________________________ ________________________________
Address

Name________________________ ________________________________
Address

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

____
Preparer

____
Printed Name

____
Title

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

8/23/01

EXHIBIT IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

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

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

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

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

EXHIBIT IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL

ORIG. DEPT.:_____**64 / SPD**__________________ **FILE/I.D. NO.:**____**S66-T25579**_____________

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF ____________ **§**
§ **AFFIDAVIT OF OWNERSHIP OR CONTROL**
COUNTY OF ___________ **§**

BEFORE ME, the undersigned authority, on this day personally appeared ____ [***FULL NAME***] (hereafter "Affiant"), ____ [***STATE TITLE/CAPACITY WITH CONTRACTING ENTITY***] of ____ [***CONTRACTING ENTITY'S CORPORATE/LEGAL NAME***] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with ____ [***DESCRIBE PROJECT OR MATTER***] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

____

____

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

Contracting Entity

Name: ____

Business Address *[**NO./STREET**]* ________________________________

*[**CITY/STATE/ZIP CODE**]* ____

Telephone Number (_____)____

Email Address ***[OPTIONAL]***______________________________________

Residence Address *[**NO./STREET**]* ________________________________

*[**CITY/STATE/ZIP CODE**]*____

Telephone Number (_____)____

Email Address ***[OPTIONAL]***______________________________________

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

Name: ____

Business Address *[**NO./STREET**]* ________________________________

*[**CITY/STATE/ZIP CODE**]*____

Telephone Number (_____)____

Email Address ***[OPTIONAL]***______________________________________

Residence Address *[**NO./STREET**]* ________________________________

*[**CITY/STATE/ZIP CODE**]*____

Telephone Number (_____)____

Email Address ***[OPTIONAL]***______________________________________

6. ***Optional Information***

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

Name of Debtor: ______________________________

Tax Account Nos. ______________________________

Case or File Nos. ______________________________

Attorney/Agent Name ______________________________

Attorney/Agent Phone No. (_____)__________________________

Tax Years ______________________________

Status of Appeal *[**DESCRIBE**]* ____

____

____

____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

____
Affiant

SWORN TO AND SUBSCRIBED before me this ______ day of _____________, 20_____.

(Seal)

____
Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT V
ANTI-COLLUSION STATEMENT

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

________________________	________________________________
Date	Proposer Signature

EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:
Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?
A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding $250.00.

When must the Vendor/Contractor or Agent file a CIQ?
The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds $250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?
Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at http://www.ethics.state.tx.us/forms/CIQ.pdf .

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

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

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

____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

____ ____________________

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007