

**CITY OF HOUSTON**  
**REQUEST FOR PROPOSAL (RFP)**  
**SOLICITATION NO.: S10-T25585**

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**Date Issued:** *November 13, 2015*

**Pre-Proposal Conference:** November 24, 2015, 9:00 A.M., CST  
Strategic Procurement Division  
900 Bagby, Conference Room-1  
Houston, TX 77002

**Pre-Proposal Questions  
Deadline:** November 30, 2015 by 3:00 P.M., CST

**Solicitation Due Date:** **December 10, 2015 - 2:00 P.M., CST**

**Solicitation Contact Person:** Greg Hubbard  
[Greg.Hubbard@Houstontx.gov](mailto:Greg.Hubbard@Houstontx.gov)  
832-393-8748

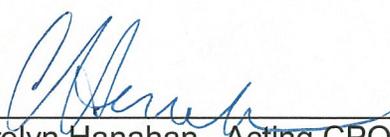
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**Project Summary:** This is for a three (3) year contract with two one-year options to renew annually, for a maximum five-year contract term for a Car-Share Houston Pilot Program.

**Project Description:** This RFP is for fleet management of on-demand, self-service vehicles available for customers to rent on an hourly or daily basis, and for the provision of related services at dedicated parking spaces within the Midtown District on-street locations.

**NIGP Code: 975-14**

**MWBE Goal: 11%**

  
\_\_\_\_\_  
Carolyn Hanahan, Acting CPO

**November 13, 2015**

\_\_\_\_\_  
Date

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## **PART I – GENERAL INFORMATION**

### **A. General Information/City of Houston Background**

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. The annual volume of contracts and purchase orders issued in the City in the last five years has ranged from 19,000 to 23,000.

As a point of reference, prospective Proposers may refer to the City's Procurement Manual and corresponding Purchasing Manual (currently under revision) for current processes. The manuals can be accessed at <http://purchasing.houstontx.gov/docs/SPD%20Procurement%20Manual.pdf> and <http://purchasing.houstontx.gov/docs/Procurement Manual.pdf>. The City is looking for additional opportunities to streamline its processes through the implementation of technology.

### **B. Solicitation Schedule**

Listed below are the important dates for this Request for Proposal (RFP).

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	November 13, 2015
Pre-Proposal Conference	November 24, 2015
Questions from Proposers Due to City	November 30, 2015
Proposals Due from Proposers	December 10, 2015
Notification of Intent to Award ( <i>Estimated</i> )	February 17, 2015
Council Agenda Date ( <i>Estimated</i> )	March 24, 2015
Contract Start Date ( <i>Estimated</i> )	April 5, 2015

## **PART II – SCOPE OF WORK**

### **1.0 PURPOSE**

- 1.1. The City of Houston Administration & Regulatory Affairs Department (ARA) seeks proposals from qualified and experienced providers for the Car-Share Houston pilot program. The specifications detailed herein are intended to obtain proposals to develop, implement, and manage a car-share program within the pilot location (Midtown District).
- 1.2. ARA seeks one or more car-share provider(s) (CSP) to provide a membership-based car-sharing service as part of a pilot program to enhance the transportation network and reduce vehicle miles traveled, improve air quality, and mitigate congestion.
- 1.3. To encourage the use of car sharing and provide readily available locations for members, especially in the Midtown area, the CSP will purchase the use of dedicated parking spaces designated for the exclusive use of CSP vehicles. The number of spaces and the cost will be negotiated with the selected CSP(s).
- 1.4. The dedicated spaces can include on-street metered parking spaces and on-street unmetered parking. Designated off-street parking at private facilities may be obtained independently by the CSP.

- 1.5. As a guide to the value of on-street metered spaces, the estimated annual income per space is detailed in the enclosed scope of work.
- 1.6. Car-Share Houston is expected to support the City's growing density and the region's growing transit network, as well as the City's already high bicycle and transit usage. By providing a variety of mobility options and alternatives to travel by (and even ownership of) single-occupancy vehicles, the City intends to become more sustainable, livable, and affordable. The focus of this shared transportation service will be in Midtown section with the potential to scale into adjoining neighborhoods.

## **2.0 BACKGROUND**

- 2.1 Houston is undergoing rapid change with regard to density and it is expected that Houston will surpass Chicago as the third most populous city in the US. This growth presents both challenges and opportunities that can affect the livability, sustainability, and mobility of Houston and the region. Houston's existing transportation network is at capacity during peak hours and there are few opportunities to expand roadways, yet Houston's continued vitality – social, environmental, and economic – depend on mobility. (Houston requires improved mobility – person-moving capacity – in the form of new and expanded modal options to meet the demands of continued economic and population growth.)
- 2.2 Car-share programs of various configurations have been implemented throughout Europe and North America over the past 25 years. According to carsharing.net, over 500,000 members are currently sharing over 10,000 vehicles.
- 2.3 While car-sharing vendors have established themselves with the private sector with vehicles that are available from private off-street parking facilities, there are no on-street spaces that are designated for car-share programs. With this pilot program, the City shall designate up to 10 on-street parking spaces for this pilot project with the potential for expansion. The potential locations are provided on Exhibit-A. Proposers may request alternative spaces within Midtown, however, final approval of all locations resides with the City.
- 2.4 It is the City's objective to provide this valuable service to its citizenry and reap the overall mobility, sustainability, and livability benefits.

## **3.0 EXHIBITS**

- 3.1 The following document is provided as an aid in responding to this solicitation:  
  
See "Exhibit-A": Map of Service Area – City of Houston's Midtown District outlining the "potential" locations. (Uploaded to the City's E-bid Website.)

## **4.0 SCOPE OF WORK**

- 4.1 Program Definition
  - 4.1.1 ARA defines car-share as a membership program with a fleet of on-demand self-service vehicles that may include passenger cars, trucks, and vans, located throughout the service area, which can be rented by the hour or the day, and are accessible by an automated on-line reservation and billing system. Membership and usage rates include the cost of parking at the vehicles' designated sites, fuel, cleaning, maintenance, and insurance.

- 4.1.2 Car-share programs make the benefits of personal vehicle use available to individuals at a lower cost relative to personal vehicle ownership. Through collective ownership, the high costs of auto ownership are spread across a group of individuals (i.e., members), making vehicle usage more economical than if members owned their own vehicles. While car-share can potentially serve as a replacement to personal vehicle ownership, it can also supplement personal and business vehicle ownership by minimizing vehicle mileage of personal or business-owned vehicles.
- 4.1.3 Another significant benefit afforded by car-share is that it can make alternative modes to single-occupancy vehicles for commuting to Midtown more viable because of the availability of relatively low cost car-share vehicles that can be used during the workday. Hence, transit, bicycle, car, and vanpool commuters can achieve the benefits of using those alternative modes without having to sacrifice many of the conveniences and advantages of single-occupancy vehicles that can be used during the workday.

## 5.0 Car-Share Deployment Models

- 5.1 There are two predominant models of car-share programs: 1) point-to-point, and 2) nodal. Each has its advantages and disadvantages, and ARA will entertain proposals deploying either or both models. The following paragraphs describe the aforementioned models:
- 5.2 **Point-to-Point** – In the point-to-point (or distributed) model, cars may be picked-up and dropped off anywhere within the operating area (or geo-fence). This model has the key benefit of convenience in that a vehicle may be driven directly to the destination and held for future use, or released for others to use. If the vehicle is held onto during a stopover, the member shall continue to be charged until the car is released. If the vehicle is released upon arrival, the member has no guarantee that the same or any car-share vehicle will be available at that location for the return trip. The CSP is therefore responsible for maintaining an adequate distribution of vehicles throughout the operating area and must collect and redistribute their vehicles periodically.
- 5.3 **Nodal** – The nodal (neighborhood or pod) model is the prevailing car-share model throughout North America. Under this arrangement, vehicles are available only from each vehicle's designated home site, or node, and must be returned to that same location. This model has the benefit of being more predictable for the member, but requires that the member incur time charges even during stopovers and does not allow point-to-point usage.

## 6.0 Car Share Houston Program Requirements

- 6.1 Because there are advantages and disadvantages of both of the car-share deployment models, the ARA does not have a distinct preference for one model or another. Instead, the City will establish the following requirements for the Car-Share Houston program, and CSPs will detail how their proposal will address those requirements. As mentioned in Section-1 (Purpose), ARA may select within the scope of work, one or more car-share providers.
- 6.2 **Service Area** – The pilot Car-Share Houston service area shall be defined by the City of Houston map, as shown in Exhibit A.
- 6.3 **Parking** – ARA shall provide a negotiated number and cost rate for on-street metered parking spaces ("designated parking") at the commencement of the program. Additional spaces may be subsequently requested and considered at a negotiated number and rate.

- 6.4 Designated on-street unmetered parking shall be considered at a negotiated rate.
- 6.5 Designated off-street parking at private facilities may be obtained independently by the CSP.
- 6.6 Parking in permit-only spaces is prohibited without the use of required hang-tags.
- 6.7 Fees and fines for car-share parking in non-designated spaces shall be the responsibility of the CSP.
- 6.8 ARA will provide signs and markings for designated parking within the public street right-of-way at the CSP's expense, as included in the negotiated rate.
- 6.9 ARA's provision of signs and markings, as noted above, will be installed in a timely manner according the parking negotiations.
- 6.10 ARA shall enforce parking rules for designated on-street parking, consistent with enforcement of other City parking ordinances.
- 6.11 As a guide to Proposers, the anticipated City of Houston revenue from the existing metered on-street parking spaces is shown below:
- Midtown Meter Hours: Mon–Sat 7 am to 6 pm =11 hours daily operation
  - Total hours/week = 66 x 52 weeks x \$1.50/hour = \$5,148.00 annual value per space
- 6.12 Technology: Each CSP shall provide an automated online reservation and membership account system consistent with the following:
- 6.12.1 Real-time GIS information shall be presented for available vehicles and designated parking.
  - 6.12.2 A mobile application shall be available for download that allows members to locate and reserve vehicles.
  - 6.12.3 A customer service telephone accessible service, available 24 hours and 7 days a week shall be provided by each CSP.
- 6.13 The City will establish a common Car-Share Houston web portal or dashboard on its website for which CSP(s) would be required to provide link(s) to their site(s).
- 6.14 Portfolios will be expected and used in the selection criteria. The portfolio should contain samples of outreach marketing collateral for new deployments, examples of customer websites, type of apps available for download, customer service methodology, and number of spaces served in other municipalities. Contact information for three references for completed similar municipalities must be included in the submission.
- 6.15 Vehicles: Car-Share Houston vehicles shall be consistent with the following:
- 6.15.1 CSP shall affix CSP's logo to each CSP car-share vehicle to identify the vehicle as authorized to park in designated car-share parking.
  - 6.15.2 CSP shall ensure that the fleet average of vehicles permitted in public on-street parking spaces comply with ultra-low emission standards as determined by the EPA.
- 6.16 Vehicle Maintenance and Requirements: Car-Share Houston vehicles must be well-maintained and kept clean. The CSP shall be responsible for the following:

- 6.16.1 Vehicle maintenance and cleaning.
  - 6.16.2 A negotiated minimum number of available vehicles.
  - 6.16.3 Licensing and inspection.
  - 6.16.4 Vehicle insurance that meets the minimum requirements for the State of Texas.
  - 6.16.5 Providing 24-hour per-day Roadside Emergency Service/Assistance.
  - 6.16.6 Ensure that individuals possess a driver's license and are at a minimum 18 years of age.
- 6.17 Reporting: The CSP will provide ARA with the following data to help evaluate the program. This raw data will be held confidentially between ARA and each CSP to the extent permitted by law. However, summary, order-of-magnitude, and trend data can be made public. Upon program initiation, CSP shall provide the following information to ARA (listed in SOW Section 13.2) on a quarterly basis:
- 6.17.1 CSP's membership numbers and monthly rate of growth.
  - 6.17.2 Spatial distribution of CSP's memberships.
  - 6.17.3 Revenue hours per vehicle, per month for each CSP vehicle by location (designated on-street and designated off-street).
  - 6.17.4 At approximately the mid-point of the initial contract term (Section 6.18) CSP shall conduct a membership survey (asking at a minimum) the following questions:
    - 6.17.4.1 How many cars owned prior to membership in CSP?
    - 6.17.4.2 How many cars owned now?
    - 6.17.4.3 Was the purchase of a vehicle planned prior to membership and then abandoned due to membership?
    - 6.17.4.4 Has the number of auto trips increased, declined or remained the same after membership?
    - 6.17.4.5 Has the number of walking, biking and transit trips increased, declined, or remained the same after membership?
  - 6.17.5 Other questions as required by ARA.
- 6.18 Term – Contract term of the program shall be three years with two, automatic one-year renewal options.

## **7.0 MEETINGS**

- 7.1 CSP must participate in meetings, general discussion, and consultations with ARA relative to this project throughout the period of engagement at no additional cost to ARA.
- 7.2 Within the initial six months of the CSP participation in Car-Share Houston, ARA and CSP shall hold monthly meetings.
- 7.3 Following the initial six-month period, ARA and the CSP shall hold quarterly meetings.

## **9.0 ADDITIONAL RELATED SERVICES**

- 9.1 In submitting Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of services, as provided herein, or deemed necessary and/or desirable by the City.

## **10.0 ADDITION & DELETION**

- 10.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be

provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

## **11.0 ESTIMATED QUANTITIES NOT GUARANTEED**

- 11.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

## **12.0 WARRANTY OF SERVICES**

- 12.1 *Definitions:* "Acceptance" as used in this clause shall mean the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.
- 12.2 "Correction" as used in this clause shall mean the elimination of a defect.
- 12.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor shall warrant that all services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and shall conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either a) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or b) that the City does not require correction or re-performance.
- 12.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Contractor shall also be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City shall, by contract or otherwise, correct or replace with similar services and shall charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 12.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

## **13.0 INVOICING**

- 13.1 The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:
- 13.2 Administration & Regulatory Affairs  
Attention: Paul Dugas  
P. O. Box 4997  
Houston, Texas 77210-4997

13.3 The City requires timely and accurate accounting and billing information.

## **PART III – SUBMISSION OF PROPOSAL**

### **A. Instructions for Submission.**

1. Number of Copies. Submit **six (6)** copies of the Proposal, including two (2) printed originals signed in BLUE ink, and four (4) electronic thumb drives sealed in a separate envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
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 must 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, and shall be securely bound. Submission materials will not be returned to Proposers.
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, meaning that non-responsive proposals will not be considered.
5. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP title, 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. The envelope shall clearly identify the content as "Price Proposal." Thumb drives shall be submitted in yet another sealed envelope and marked accordingly. All other submission requirements shall be included with the Proposer's Technical Proposal.
6. Timely Delivery of Proposals. The Proposal, including the Technical Proposal, Fee Schedule and signed Offer and Submittal form must be delivered by hand or mailed by one's preferred courier to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the City Secretary's Office and on any correspondence related to the Proposal. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.
7. Late Proposals. Proposers remain 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 received, regardless of whether the delay is caused by the U.S. Postal Service, a 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, and contain evidential information supporting that your firm exists within Harris County.
2. General Company Information: Provide the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number. *(At a minimum qualification, company must possess an office within Harris County, Texas.)*
  - 2.1 Key Personnel: Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.
    - 2.1.1 Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. At a minimum, key personnel must possess current professional certifications as indicated below for:
      - 2.1.1.1 Account Manager
      - 2.1.1.2 Field Manager
      - 2.1.1.3 Customer Service Manager
3. Knowledge and Experience: Provide detailed relevant information about your company's knowledge and experience, including:
  - 3.1 Summarize three or more deployments (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience providing Car-Share service for a major metropolitan area;
  - 3.2 Submit a written plan of action on how you will meet the City's Car-Share Program requirements;
  - 3.3 Company track record: Provide a brief summary of firm's background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for the City of Houston.
  - 3.4 Portfolio: Provide a detailed portfolio including samples of outreach marketing collateral for new deployments, examples of customer websites, type of web applications available for download, customer service methodology, and the total number of spaces served in other municipalities.
4. Client References: Provide the name and reference contact information for three (3) clients for whom you have provided similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:
  - 4.1 Name and location of project(s);
  - 4.2 "CURRENT" reference contact name, telephone numbers, and e-mail addresses;
  - 4.3 Total number of spaces managed (off-street and on-street);
  - 4.4 Deployment completion date(s) or current status;
  - 4.5 List out any key Car Share Program features that may distinguish your company from the competition.

5. M/WBE Participation: Identify an M/WBE subcontractor and submit a signed-off "M/WBE Letter of Intent" form identifying the role of each subcontractor for this implemented project.
6. Financial Stability: a) Provide the audited financial statements for the past two years; and b) submit either the Federal Tax Forms filed to the Internal Revenue Service (IRS) for the past two fiscal years (or) your firm's Dunn & Bradstreet Report. (At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.)
7. Exceptions to Standard Contract: Submit any Exceptions to the standard contract and include the rationale for taking the Exception. Provide rationale for objections to the Article. Such Exceptions will be considered when evaluating the Proposer's response to this RFP. If you are proposing alternate language, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
8. Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
9. 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.
10. 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, documents, examples, etc.
11. Car-Share Revenue Sharing Solution: Provide a creative solution that shall include the following types of partnership elements. (Your option can be to submit 11.1a and 11.2; submit 11.1b and 11.2; or submit 11.1a, 11.1b and 11.2.)
  - 11.1a Profit-Sharing: Proposals may offer profit-sharing to the City per-vehicle use and include projections on annual income to the City;  
(or)
  - 11.1b Lease Agreement of on-street spaces, based on annual meter revenue.
  - 11.2 Rate Schedule/Customer Charges: Summarize on how your firm will charge its customers. Describe or define in a table/graph your firm's rate schedule.

#### **PART IV – 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 will be evaluated by the evaluation committee during the second phase of the evaluation process, once the technical compliance first-phase had been completed. Potential shortlisted Proposer(s) may be scheduled for combined oral presentations, demonstrations or interviews. Such meetings will be at no cost to the City of Houston. At the conclusion of oral presentations, demonstrations or interviews, a follow-on Best and Final Offer (BAFO) will be submitted to those final Proposers being evaluated. However, during the evaluation process, 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 or interviews may be recorded and/or videotaped by the evaluation committee, but not without first notifying the Proposer of this action.

## A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

## B. Selection Process

Upon review of all information provided by 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 shall 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 that provide the best overall value. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City officials.

## C. Best and Final Offer (BAFO)

City reserves the right to request a Best and Final Offer from finalist Proposer(s), if necessary. At a minimum, the Best and Final Offer would consist of submitting a final Fee Schedule with associated costs, and address any outstanding items previously identified during the evaluation of Proposals.

If the City chooses to invoke a "required BAFO" option, Proposals shall then be re-evaluated by the evaluation committee. The BAFO shall include instructions, requirements, and a specified submission due date.

## D. Evaluation Criteria

### 1. Responsiveness of Proposal (Pass/Fail)

- 1.1 To the Level of Thoroughness and Compliance on Submission of "Material" Requirements. Responsiveness also includes possessing a business office within Harris County, Texas.

### 2. Technical Competence/Requirements (70 Points)

- 2.1 Company Information and Key Personnel (10 Points)
- 2.2 Overall Level of Company Expertise/Knowledge of Related Services (30 Points)
  - 2.2.1 Quality of proposed plan of action to meet City's Car-Share program
  - 2.2.2 Demonstrated experience on projects similar in size and scope to this RFP
  - 2.2.3 Company track record
  - 2.2.4 Level of quality of a detailed portfolio
- 2.3 To the Degree of Thoroughness and Quality Responses on Client References (15 Points)
- 2.4 M/WBE Subcontracting Participation (5 Points)
  - 2.4.1 Ability to meet the required 11% level of subcontracting participation, or a demonstrative Good Faith Efforts presented by Proposer.
- 2.5 Financial Strength (10 Points)
  - 2.5.1 Audited financial statements for past two years, and Federal Tax Forms filed to the Internal Revenue Service (IRS) for the past two fiscal years (or) Dunn & Bradstreet Report.

### 3. Rate Schedule / Revenue Sharing Proposal (30 Points)

3.1 Profit Sharing: Reasonableness of proposed Car-Share revenue sharing solution, in regards to profit sharing, lease agreement, rate scheduling and customer charges.

**Note:** Hire Houston First (HHF) Ordinance (CM2011-0766): At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- 5 Points: For Proposer firm residing within the City of Houston city limits;
- 3 Points: For Proposer whose firm is a local business residing within the adjoining 10 counties to the City of Houston city limits.
- 0 Points: For Proposer whose company does not reside within Houston city limits, or within its adjacent 10 surrounding counties.

## **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 Fifty Thousand Dollars (\$50,000) 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 (M/WBE)**

Contractor 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](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. 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:
  - a. the name, address, telephone number and e-mail address of the protestor;
  - b. the number of the solicitation;
  - c. all information confirming that the protestor is an interested party;
  - d. 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;
  - e. all information confirming the timeliness of the protest; and
  - f. 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:

- a. 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 of the RFQ/RFP Proposal submission due date. Any protest filed after the due date about issues regarding the solicitation will not be considered.

- b. 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:

- Opening of Bids (if a Bid); or
- Due date (if RFQ/RFP); or
- Notification that the interested party's Bid or Proposal has been rejected.

Any protest received after the deadline will not be considered.

- c. 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 (NTP) 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) are encouraged 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 Procurement Division Buyer Greg Hubbard by telephone: 832.393.8748; or by the preferred e-mail method to [Greg.Hubbard@houstontx.gov](mailto:Greg.Hubbard@houstontx.gov) no later than 3:00, CST by Monday, November 16, 2015. The City of Houston shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and sent to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within 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 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 Chief Procurement Officer, 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**

- A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- B. 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)
- C. Fair Campaign Ordinance Form "A" (Exhibit III)
- D. Affidavit of Ownership or Control (Exhibit IV)
- E. Anti-Collusion Statement (Exhibit V)
- F. Conflict of Interest Questionnaire (Exhibit VI)

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

Required forms shall be supplied to the Contractor after the award recommendation:

- A. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
- B. 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)
- C. City Contractors' Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf> (Exhibit IX)
- D. 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 by e-mail to [houstonbsc@houstontx.gov](mailto:houstonbsc@houstontx.gov), or fax to 832-393-0650, or submit copy with proposal
- E. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

**PART IX – RATE SCHEDULE / REVENUE SHARING PROPOSAL**

**Car-Share Revenue Sharing Solution:**

The Contractor shall be required to pay the City either a portion of the revenues from the car shares, or a payment shall be made on the value of the on-street spaces. Proposer will provide a creative solution that shall include the following types of partnership elements:

**Submit:**

- (1) and (3); or
- (2) and (3); or
- (1), (2) and (3)

- (1) Profit-Sharing: Proposals may offer profit-sharing to the City per-vehicle use and include projections on annual income to the City.
- (2) Lease Agreement of on-street spaces, based on annual meter revenue.
- (3) Rate Schedule/Customer Charges: Specify how your firm will charge its customers and develop a rate schedule demonstrated in either a table or graph.

Sample Non-Customized Table				

**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: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_



**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  
M/W/SBE 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 Contractor)

\_\_\_\_\_  
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 MWSBE SUBCONTRACT TERMS**

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

1. \_\_\_\_\_(M/W/SBE 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/W/SBE 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 goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 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, 7<sup>th</sup> 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 SUBVENDOR 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, 7 <sup>th</sup> 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% or 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.



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.: \_\_\_\_\_

FILE/I.D. NO.: \_\_\_\_\_

**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:**

**NON-PROFIT ENTITY:**

SOLE PROPRIETORSHIP

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

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 7<sup>th</sup> 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**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor or other person doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. 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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>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.</p>	<p align="center"><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	