



CITY OF HOUSTON
FINANCE DEPARTMENT
Strategic Procurement Division

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Mayor

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December 21, 2015

SUBJECT: Letter of Clarification No. 2
Professional Independent Internal Audit and Consulting Services

REFERENCE: RFQ No.: S67-T25616

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. **To replace the previous solicitation in its entirety that was issued on November 20, 2015 with the attached solicitation revised on December 18, 2015.**

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

Dave Evans
Deputy Assistant Director
Strategic Purchasing Division
832-393-8723

END OF LETTER OF CLARIFICATION 1

CITY OF HOUSTON
REQUEST FOR QUALIFICATION (RFQ)
FOR PROFESSIONAL INDEPENDENT INTERNAL
AUDIT AND CONSULTING SERVICES
SOLICITATION NO.: S67-T25616

Date Issued:	November 20, 2015
Date Revised:	December 18, 2015
Pre-Submittal Conference:	December 3, 2015 @ 10:00 A.M. City Hall 900 Bagby Street Conference Room 1 (Tunnel Level) Houston, TX 77002

Pre-Submittal Questions Deadline:	January 6, 2016 @ 5:00 P.M
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Responses Due Date:	January 20, 2016 @ 5:00 P.M., CST
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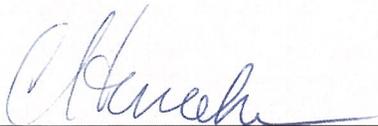
Solicitation Contact Person:	Brenda Chagoya brenda.chagoya@houstontx.gov (832) 393-8723
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Project Summary: The City of Houston is requesting qualifications from contractors for the purpose of creating a vendor pool for future Internal Audit Services for a three (3) year term with two (2) year option periods.

Project Description: Internal Audit and other specific services requested by the City Controller, as well as, prepare the resulting reports.

NIGP Code: 918-04, 926-23, 946-20

MWBE Goal: 24%



Carolyn Hanahan, Acting Chief Procurement Officer

December 18, 2015

Date

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PART I – GENERAL INFORMATION

A. General Information

The City of Houston (“City”), acting through its’ Office of the City Controller, is seeking vendors to perform Professional Independent Internal Audit and Consulting Services for the City Controller’s Office.

B. City of Houston Background

The mission of the Office of the City Controller is to superintend and supervise the fiscal affairs of the City of Houston and to manage and conduct the same as prescribed by the City Charter and the City Code of Ordinances. The City Controller’s Audit Division is an independent appraisal activity that issues its findings and recommendations to the Honorable Mayor, City Council Members, and department management.

The Audit Division makes recommendations concerning the adequacy and effectiveness of the City’s internal control structure, effective safeguarding and utilization of the City resources, and management’s performance in carrying out assigned responsibilities. This includes provision of independent, objective assurance and consulting services designed to add value and improve the City’s operations.

C. Solicitation Schedule

Listed below are the important dates for this Request for Qualification (RFQ).

<u>EVENT</u>	<u>DATE</u>
Date of RFQ Issued	November 20, 2015
Pre-Submission Conference	December 3, 2015
Questions from Respondents Due to City	January 6, 2016
Submissions Due from Respondents	January 20, 2016
Notification of Pre-qualification	January 28, 2016 (<i>Estimated</i>)
Council Agenda Date	February, 2016 (<i>Estimated</i>)
Contract Start Date	March, 2016 (<i>Estimated</i>)

PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Respondents will agree to provide all labor, materials, and supervision necessary to perform the following:

- I. Basic Audit Services
- II. Special Services

All parties to this agreement will understand and acknowledge that the Basic Audit Services and Special Services do not constitute an audit of the City's financial statements or a comprehensive evaluation of internal controls. Accordingly, the findings reported from these services only related to those items tested and do not purport to provide an opinion on the City's financial statements or city-wide internal control structure.

In addition, all parties understand and acknowledge that the City Controller will be responsible for requesting the specific services to be provided by each respondent and that such respondent shall assume complete responsibility for performing the services requested by the City Controller and prepare the resulting report. The City Controller shall have the sole responsibility for approving the scope of each project's work plan, required fees and hours to be dedicated to each project.

A. Purpose

I. Basic Audit Services

Respondent(s) will conduct internal audits and/or consulting services as assigned by the City Controller, in conformity with established professional standards. The respondent(s) shall provide all services and materials necessary for the proper performance of the engagements. Respondents) must provide the City Controller an itemized list of fees for Basic Audit Services on an Hourly Rate by Position Title. When selected to conduct or assist on an audit/review, the respondent (s) shall indicate any deficiencies and make recommendations for curing deficiencies with the objective of improving the performance. The respondent (s) shall be responsible for testing of processes or transactions relating to specific projects or financial areas identified by the City Controller.

Respondent will be requested to perform financial audits; attestation engagements; contract compliance; and performance audit. Respondents shall also state their qualifications to conduct assessments of program effectiveness and results, economy and efficiency; internal control, compliance with legal or other requirements, and objectives related to providing prospective analyses, guidance, or summary information. Description of specific procedures executed including evidence and results that support conclusions rendered. Work performed shall include, but not limited to review of the reliability and integrity of information, compliance with policies, plans, procedures, laws, regulations, and contracts, safeguarding of assets, accomplishment of established objectives and goals for operations or programs.

The following work plan is designed to address the general tasks associated with a given audit or review:

Task I: Develop an understanding of audit scope, risks, and testing needed. Prepare a detailed audit program that adequately addresses the City's financial and business risks associated with the engagement.

Task II: Assess the internal control structure specific to the engagement, including information technology access and processing controls. Based on the analysis, the Contractor shall make recommendations for improvements in controls and the development of a plan to improve the effectiveness and efficiency in the operations.

Task III: Analyze and test performance – for each type of significant risk identified, the Contractor shall select a sample of transactions for detailed testing to determine compliance with prescribed policies, procedures, laws and regulations. The Contractor may utilize its own software to analyze transactions and select the sample to be

tested. Upon completion of Task III, the Contractor shall provide a written report to the City Controller containing findings, recommendations and commendations related to the detailed testing.

Task IV: Management's response - during the performance of each Task, the Contractor shall communicate to the City Controller its findings and support for such findings and shall make recommendations based on those findings. All preliminary findings shall be discussed with the Department Director or other designated Department management to verify that the findings are factual and the recommendations are both meaningful and practical. The Department shall be responsible for preparing written responses for each recommendation and where appropriate, develop a corrective action plan. Contractor shall also review management responses as to facts and responsiveness. Upon completion of Task IV, the Department shall deliver management's responses to the City Controller for inclusion with the final report. Management's responses should be incorporated within the body of the audit report and associated with each finding/issue identified. The City Controller shall attach the Department's management responses to the final audit report. As an alternative, the Contractor may attach Department's management responses to the final audit report, which will reference the related issues they pertain to.

Task V: Finalize and present the final report(s) to the City Controller who will distribute such report(s) with management responses to the Mayor, City Council, and Department Directors. The report(s) should be presented in an electronic format. A hard copy bound version may be presented as well. The City Controller reserves the right to formulate and present policy recommendations to the Mayor and City Council. Additionally, work will be assigned that may be consultative in nature and will include assessments of specific risks and evaluations of the efficiency, effectiveness, and usage of City property and operations. As a result, work product generated from these activities may include recommendations for improving control processes. Resulting reports will include recommendations for improving operational efficiency. Additionally, work may be assigned that is consultative in nature and include assessments of specific risks and evaluations of the efficiency, effectiveness, and usage of City property and operations. As a result, work product generated from these activities may include recommendations for improving operational efficiency.

II. Special Services

If Special Services are requested, the respondent must provide to the City Controller a written itemized cost estimate of such services in the form of a proposal. The Proposer shall not be obligated to perform any Special Services, nor shall the City be obligated to pay for any Special Services, unless such Special Services are requested in an Engagement Letter signed by the City Controller or his or her designee. The Engagement Letter shall outline the specific work plan, specialized skills, timetable, documents to be delivered, and the estimated hours and fees for the project. Any Special Services requested during the Agreement term shall be in accordance with agreed-to fees. Upon notification and approval by the City Controller and the availability of funds, the Proposer shall proceed with the Special Services.

Special Services include, but are not limited to, the following Tasks:

- a. Expert Witness - A proposer may be requested to assist the City as an expert witness in litigation with third parties or at administrative proceedings.
- b. Conference or Training – The Proposer shall attend periodic conferences with City Officials or conduct special training sessions related to City policies and procedures, redesigned business processes, technical governmental or financial accounting and auditing issues, grant compliance requirements, and other applicable laws and regulations.
- c. Special Investigations or Studies – At the request of the City Controller, the Proposer shall conduct special investigations or studies (within Proposer's professional qualifications and within the City Controller's authority to undertake) reasonably related to the Basic Services or Special Services, but not specified herein.

B. Key Personnel

The Respondent shall 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. The Respondent 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.

PART III – MINIMUM PERSONNEL QUALIFICATIONS

The Respondent shall possess professional qualifications and experience of at least five (5) years. Demonstrating ability to perform internal audit and consulting services to an agency that is of similar size and complexity to that of the City of Houston.

PART IV – EVALUATION AND SELECTION PROCESS

The City representatives will review qualification submittals in accordance with the evaluation criteria set forth herein. City representatives may also request additional documentation in order to seek clarification of the submittal, and/or request one or more meetings with respondents in order to clarify respondents' qualifications and capabilities. After evaluating all information, the City representatives will determine qualification eligibility of each respondent.

The City reserves the right to reject any and all qualification submittals and to waive any informality in the submitted qualification submittals whenever it determines such rejection or waiver is in its best interest.

The City reserves the right to cancel this procurement process whenever the best interests of the City is served. The City shall not be liable for costs incurred by respondents associated with this procurement process.

A. Interviews

The City reserves the right to request and require that each respondent participate in an interview to discuss its submission at a scheduled date and time. No respondent is entitled to this opportunity, and no respondent will be entitled to attend interviews of any other respondent.

B. Selection Process

Upon review of all information provided by respondents, 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 respondent whether provided by the respondent or known by the City. The City of Houston intends to select responses that best meets the requirements of the City of Houston Controller's office. Upon approval of the selected respondents, contracts will be executed by the appropriate City officials.

C. EVALUATION CRITERIA

1. Responsiveness of Submission-Pass / Fail

Submissions shall be responsive to all requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria so as to make a recommendation to City officials.

2. Technical Competence

- 1.) Qualifications and experience of the Respondent to successfully achieve and perform the services as evidenced by experience on the submission of similar scope of magnitude.
- 2.) Quality, comprehensiveness and adequacy of submission, overall plan of action, strategy, and including understanding of the scope of work/technical requirements, internal audit services, and understanding of the services required.
- 3.) Qualification and specialized experience of key personnel to successfully perform scope of services as evidenced by experience in similar role
- 4.) Quality of proposed M/WBE Participation aligned with the project scope.
- 5.) Financial Stability of the Proposer to successfully undertake the project and the ability to ensure performance over the duration of the contract

3. Rate Form

The rate form (located in Exhibit 1, page 15) must be submitted with qualifications and does not need to be in a separate sealed envelope.

PART V – SUBMISSION OF RESPONSES

A. Instructions for Submission

1. Number of Copies. Please submit **seven (7)** copies of the submittal, including one (1) printed original signed in BLUE ink, and additional **seven (7)** electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFQ 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 respondent. Respondent(s) may submit their response to the Office of the City Secretary's Office any time prior to the stated deadline.

2. Time for submission. Submissions shall be submitted no later than the date and time indicated for submission in this RFQ. Late submittals will not be considered and will be returned unopened.
3. Format. Submissions 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. Expensive paper and bindings are discouraged since no materials will be returned.

4. Complete submission. Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submissions may lead to a submission being deemed non-responsive. Non-responsive submissions will not be considered.
5. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFQ Title and date and time for submission. It shall also indicate the name of the respondent. All other submission requirements shall be included with the Technical Proposal.
6. Timely delivery of Proposals.
The Submittal, including the Technical Proposal, must be delivered by hand or sent to the City of Houston, Strategic Procurement Division through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to the Strategic Procurement Division and on any correspondence related to the Submittal. 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 Submissions. The Respondent remains responsible for ensuring that its Submission is received at the time, date, place, and office specified. The City assumes no responsibility for any Submission 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 Respondent. The letter should indicate the Respondent's commitment to provide the services proposed.
2. Executive Summary. Respondent must provide an Executive Summary which explains its understanding of the overall purpose of the RFQ.
3. Overall Approach. Respondent must provide a detailed description of its overall approach and execution of services such as those described in the RFQ.
4. Qualifications of the Respondent. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFQ. Provide a list of references where a similar solution was implemented. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Please provide at least three (3) references. The City is primarily interested in clients with similar needs and comparable size. Please complete The References Form located in Exhibit 1, page 19) for each of the projects.
5. Qualifications of Key Personnel: Provide chronological resumes of the key personnel that will be assigned to the project. Please complete Form 2 for each reference and Form 3 to depict all key personnel and their availability.
6. M/WBE Participation: Respondent shall identify its ability to meet the M/WBE participation level of 24%.
7. Financial Stability. Provide the audited financial statements or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.
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 submission.

9. Other. Submit any information the respondent deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, and others.
10. Forms and Certifications: Complete all forms and certifications attached, as appropriate.
11. Rate Form: Please submit the Rate Form with the level detail provided in Exhibit 1, page 15.

Part VI – SPECIAL CONDITIONS

A. No Contact Period

Neither respondent(s) nor any person acting on respondent(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 (MWBE)

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 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 RFQ/P 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 email 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 due date for submittals or proposals (if an RFQ/RFP), as appropriate. Any protest filed after the due date raising 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 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 VII – INSTRUCTIONS TO PROPOSERS

A. Pre-Submittal Conference

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFQ/P document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFQ 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, Brenda Chagoya telephone: (832) 393-8723, fax: 832.393. 8759, or e-mail (preferred method to): brenda.chagoya@houstontx.gov no later than 2:00 p.m., CST, January 6, 2016. The City of Houston shall

provide written responses to all questions received in writing before the submittal deadline. Questions received from all respondent(s) shall be answered and sent to all respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

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 RFQ should be used in preparing submission responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to respondent (s).

D. Examination of Documents and Requirements

1. Each respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a submission to ensure that the submission meets the intent of this RFQ.
2. Before submitting a submission, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. 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 RFQ.

E. Exceptions to Terms and Conditions

1. All exceptions included with the submission shall be submitted in a clearly identified separate section of the response in which the respondent clearly cites the specific paragraphs within the RFQ 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 Acting Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The respondent'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 submission may negatively affect the City's evaluation based on the evaluation criteria as stated in the RFQ, or result in possible rejection of submission.

F. Post-Proposal Discussions with Proposer(s)

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

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH RESPONSES

- A. Rate Form, Offer and Submittal, 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 IX – REQUIRED FORMS TO BE SUBMITTED BY SELECTED RESPONDENTS ONLY

Required forms shall be supplied to the vendor after award.

- 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 and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1” (Exhibit IX)

EXHIBIT I

- **RATE FORM**
- **OFFER AND SUBMITTAL**
- **REFERENCES**
- **PROPOSED SUBCONTRACTORS**

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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_____

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 II

ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION

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

ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS

**ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT**

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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

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 Contractor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

**ATTACHMENT “C”
CERTIFIED M/WBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWSBE 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 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, 7th Floor, Houston, Texas 77002.

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 CERTIFICATIO N	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

FORM "A": FAIR CAMPAIGN

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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.

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 _____ Address _____
Proprietor

A PARTNERSHIP

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

Name _____ Address _____
Partner

Name _____ Address _____
Partner

A CORPORATION

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

Name _____ Address _____
Director

Name _____ Address _____
Director

Name _____ Address _____
Director

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

AFFIDAVIT OF OWNERSHIP OR CONTROL

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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.

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

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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

FORM: CONFLICT OF INTEREST QUESTIONNAIRE

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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.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

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).
 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