



CITY OF HOUSTON

INVITATION TO BID

Issued: August 27, 2008

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M.** Thursday, **September 11, 2008**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

SALE OF IBM MAINFRAME AND COMPONENTS FOR INFORMATION TECHNOLOGY DEPARTMENT Bid No. S38-N22995

Buyer:

Questions regarding this solicitation should be addressed to Lena Farris, Procurement Specialist, at 832-393-8729 or e-mail to lena.farris2@cityofhouston.net.

Electronic Bidding:

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid-opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances Section 15-1.

***CONTENTS:**

- A. OFFER
- B. SPECIAL REQUIREMENTS AND INSTRUCTIONS
- C. GENERAL TERMS & CONDITIONS

***Note 1: Actual page numbers for each section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, bidders must read the solicitation document in its entirety and comply with all the requirements set forth therein.**

***Note 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the official signature page which must be signed by a company official authorized to bind the company**

**SECTION A
OFFICIAL BID FORM**



**FORMAL ONE-TIME SALE
SALE OF IBM MAINFRAME AND COMPONENTS
FOR INFORMATION TECHNOLOGY DEPARTMENT
Bid No. S38-N22995**

To The Honorable Mayor
and City Council Members
of the City of Houston, Texas (the "City"):

The undersigned hereby offers to **purchase IBM z 890 Mainframe System and Components** from the City of Houston and as listed on the **electronic bid form**, and in accordance with the City's Special Requirements and Instructions provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous special requirements and instructions provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

SECTION A

Documents/forms must be downloaded from the City’s Website:

<http://www.houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this Bid:

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

Table 1 – Required Forms
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire

Table 2 lists other documents and forms that should be viewed and downloaded from the City’s website, but are not required to be submitted with the bid. **The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:**

Table 2 – Documents and Forms
Drug Forms
Sample Insurance Over \$50,000.00
Formal Instructions for Bid Terms
EEOC

SECTION B
GENERAL SPECIFICATIONS

1.0 BIDDING AND AWARD:

1.1 The City may accept this bid offer by issuance of a Notice of Award Letter at any time on or before the 120th day following the official bid opening day by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

2.0 APPLICABLE SPECIFICATION:

2.1 "Notice to Bidders", the "Official Bid Forms", the "Special Requirements and Instructions", the "General Terms and Conditions" and other specifications that may be included herewith.

3.0 CONFLICT IN TERMS:

3.1 Should there be any conflict between the Special Requirements and Instructions and the General Specifications, the Special Requirements and Instruction shall prevail.

SECTION B
PART II
TECHNICAL SPECIFICATIONS
SALE OF IBM MAINFRAME AND COMPONENTS
FOR INFORMATION TECHNOLOGY DEPARTMENT

1.0 **SCOPE:**

- 1.1 The City of Houston is accepting bids from qualified vendors for the sale of its IBM z890 Mainframe System and Components (Equipment) located at the City's Lubbock facility, which is located at 1400 Lubbock, Houston, Texas 77002. Technical questions concerning the Equipment should be directed to Robert Forsythe at (713) 247-4575 and general information may be obtained from Marsha Long Owen, (713) 837-9661.

2.0 **SPECIAL REQUIREMENTS:**

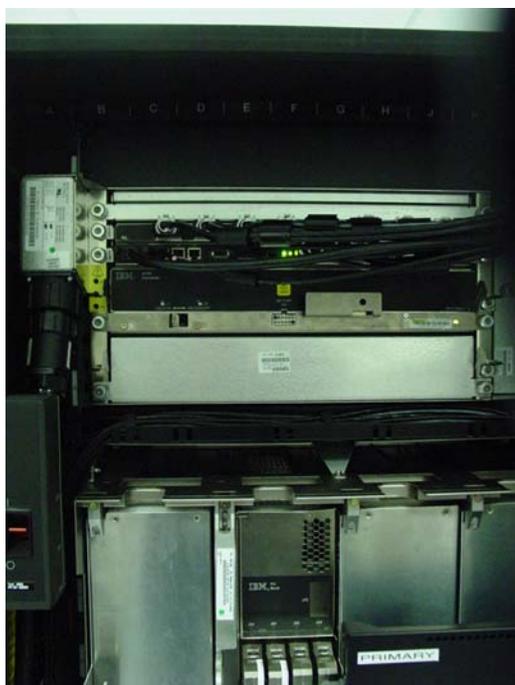
- 2.1 The successful bidder (Purchaser) shall remove the Equipment described on the attached Information Sheet from the Lubbock facility premises within ten (10) business days following written notification by the City that Purchaser's check has cleared the financial institution.
- 2.2 The IBM z890 Mainframe System and Components are offered for sale "as is" and "where is" without warranty as to capacity, equality, condition or size and no claim for any allowance or deduction upon any grounds will be considered after bids have been opened. It is advised that all prospective bidders inspect the computer equipment prior to submitting a bid by contacting Robert Forsythe at (713) 247-4575. To view computer Equipment located at 1400 Lubbock, please contact Robert Forsythe at (713)247-4575 24 hours in advance. The Equipment located at 1400 Lubbock may be viewed September 2, to September 8, 2008, from 7:30 a.m. to 3:30 p.m. The awarded bidder (Purchaser) shall submit a cashier's check, payable to the City of Houston **within five (5) working days after notification of award** by the City to Marsha Long-Owen, Asset Disposition, PDMO, 611 Walker, 13th Floor, and Houston, Texas 77002. Removal of Equipment shall be coordinated with Robert Forsythe at the 1400 Lubbock location. The Purchaser shall be required to remove the Equipment upon notification by the City that Purchaser's check has cleared the financial institution and at an agreed upon scheduled between City and the Purchaser. It shall be the sole responsibility of the offerer/purchaser to disassemble and remove all Equipment.

ATTACHMENT 1
INFORMATION SHEET

The IBM z890 series was announced in April of 2004. The City took delivery of this system in September of 2004 and it went operational in October of 2004. The City replaced a 9672-RB5 system at that time. We completed decommissioning and powered off in July of 2008. The City's configuration was a 2086-220 (89 MIPS, Group 40). The system has a MIP range of 26 to 1365. The required parallel interfaces for our printers, tape systems, CISCO routers and 3274 controllers at the time of installation. Since the z890 has no parallel channels we added channel converters to adapt this requirement (9 – IBM 9034s). The City has had no unscheduled outages with this hardware.

- 1 - IBM z890-2086 SN - 390BD
8 GB main storage
64 channels
2 - OSC ports
2 - OSD ports
9 - IBM 9034 converters SN - 4164262 4156522 4156757
4157803 4156885 4156656
4172066 4172029 4172007







The City's Xerox 4635MX was installed and went operational in March of 1997. This model is capable of 135 ppm in simplex mode and 67 ppm in duplex mode. The unit has both the check verification and MICR features installed. The system is the same as the City's DP180MX and they share all of the expendables. The system also has an attached tape unit and tape controller. The system can read 9tk (1600 & 6250bpi), 18tk and 36tk tapes and can write 6250bpi and 36tk tapes.

1 - 4635MX (135 ppm/simplex) SN - 1MV011021

1 - Tape Drive/Controller

1 - 9tk Drive

1 - 36tk Drive

MICR feature

Check Verify feature



The Xerox DP180MX was installed and went operational in December of 2000. This model is capable of 180 ppm in simplex mode and 89 ppm in duplex mode. The unit has both the check verification and MICR features installed. The system is the same as our 4635MX and they share all of the expendables. This system does not have any tape capabilities but the front end can be modified to accept BUS/TAG and network connections.

1 - DP180MX (180 ppm/simplex) SN - DN7140369

MICR feature
Check Verify feature



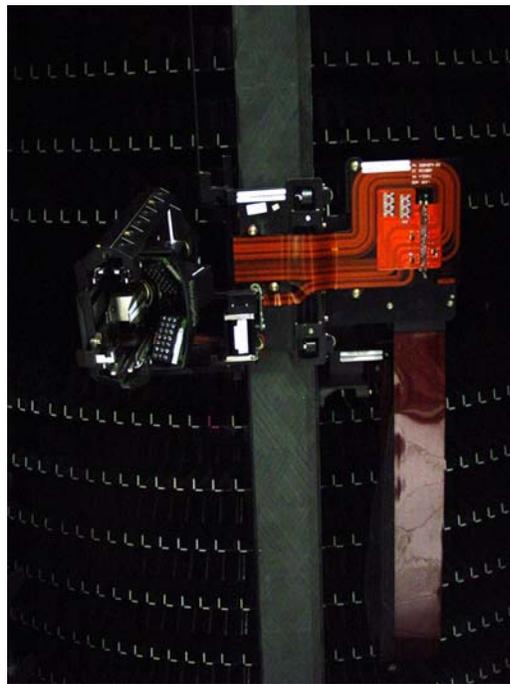


The Automated Tape Library (originally acquired from StorageTek, now a part of SUN Microsystems) was installed and went operational around October of 1996. The original install version was “Geneses” and the system was upgraded in 2003 to the “Timberline” version. The Library has the larger 80 CAP door and the Library Management Unit (LMU has both BUS/TAG and Network adapters installed. The City converted from the parallel interface to the network interface at the time we installed the z890 processor in 2004. The attached drives (12 – 9490s) are all ESCON connected and each drive has a dedicated channel.

1 - SUN/STK Automated Cartridge Library System

<u>9310 LSM (Timberline version)</u>	<u>SN - 004000003178</u>
<u>9310C 80 CAP Door</u>	<u>SN - 004000003178</u>
<u>9330 LMU</u>	<u>SN - 216000005831</u>
Parallel (BUS/TAG) Attachment	
Network Attachment	
<u>9311 LCU</u>	<u>SN - 008000007145</u>
2 - Video monitors	
4 - 4 unit 9490 cartridge transports (36tk)	
<u>3 - SILO Attached</u>	<u>SN - 232000034406</u>
	<u>SN - 232000033555</u>
	<u>SN - 232000006828</u>
<u>1 - Stand Alone</u>	<u>SN - 316000010868</u>
(w/auto loaders)	







The City used the IBM F20 (SHARK) DASD unit for the major storage device. The unit has 1.2Tb of storage (actual) and contains both MO3 and MOD9 formats of the spindles. The configuration is RAID 5. This unit was 'equivalent to new' and was installed at the same time we installed the z890 in October of 2004. The City has had no unscheduled outages with this equipment.

- 1- IBM 2105 (SHARK) DASD SN - 75-12952
 - 1.2tb (usable) - RAID 1
 - 16 ESCON channels
 - 8 GB CACHE





The City's additional storage unit is an AMDAHL Spectrus 4000. The hardware has 512 GB of fully mirrored (RAID 1) capacity. This unit was also a previously owned box at the time the City installed it in conjunction with the 9672-RB5 system install in 2000. The City has had no unscheduled outages with this equipment.

- 1 - AMDAHL Spectrus 4000 DASD SN - 914067
- 512 GB (usable) - RAID 5
- 16 ESCON channels
- 1.5 GB CACHE



The City also has some miscellaneous tape equipment. The 4480 M20/M24 is an 18 track cartridge tape sub-system and the 4670/74 is a 1600/6250bpi (round reel) tape sub-system. This hardware was retained for some special requirement and as input devices for the City's Tech Support group when installing system updates.

1 - SUN/STK Cartridge System (18tk)

<u>1 - 4480 M20 controller</u>	<u>SN - 2000016068</u>
<u>1 - 4480 M24 transport</u>	<u>SN - 3000023448</u>



1 - SUN/STK Tape System (9tk)

<u>1 - 4670 controller/drive</u>	<u>SN - 13000004337</u>
<u>1 - 4674 tape drive</u>	<u>SN - 12000000092</u>



ATTACHMENT 2
ADDITIONAL INFORMATION

1. All equipment was fully functional and operational up to 7/3/2008.
2. Power was removed from equipment on 7/25/2008.
3. All cabling is the option of the winning bidder. Removal is the Purchaser's responsibility at the time the hardware is removed.
4. The Automated Tape Library will not fit through any doorways and thus will require disassembly at the time of removal. All other equipment is on rollers. Floor protection should be provided to protect the hallways.
5. The dock area is limited and access with anything larger than a 'bob-tail' is not acceptable.
6. The dock is not tailgate height so ramps or a lift gate will be required.
7. All items are 'AS-IS/WHERE-IS' and the City denies to sell the Equipment as a package.
8. Equipment is to be removed NLT ten (10) business days after the City has received notification that the Purchaser's check has cleared the financial institution.
9. Any 'recertification(s)' of hardware maintenance will be the responsibility of the vendor and/or any receiving buyer.
10. Winning bidder must 'Indemnify' the City and provide insurance for all personnel coming on-site for the removal of the equipment.
11. Bid is to be for the total of all items listed on this document.
12. Any request for an on-site visit to see the hardware must be received 24 hours prior to the desired scheduled visit and must be coordinated with the below named individual.

Bob Forsythe
I.S. Administrator
1400 Lubbock, North Wing, 1st Floor, R-190
Houston, Texas 77002
Office – 713-247-4575
Email – robert.forsythe@cityofhouston.net

SECTION C
GENERAL TERMS AND CONDITIONS

1.0 COMPETITIVE BIDDING:

1.1 It is the intent of the City of Houston to solicit the highest responsive and responsible bidder.

2.0 AWARD:

2.1 The City shall award the bid to the highest best bid.

3.0 CONDITIONS PART OF BID:

3.1 In the event of any conflict, between the General Terms and Conditions and the bid Special Requirements and Instructions the General Terms & Conditions shall prevail.

4.0 SUCCESSORS & ASSIGNS:

4.1 Prime Contractor/Supplier may not assign this contract or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this contract according to its terms.

5.0 RELEASE:

5.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

6.0 INDEMNIFICATION:

6.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

6.2 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

6.3 INDEMNIFICATION PROCEDURES:

(1) Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

7.0 INSURANCE: (See City of Houston's website for sample certificate)

7.1 The Prime Contractor/Supplier shall have insurance coverage as follows:
Commercial General Liability shall be \$500,000 per occurrence; \$1,000,000 aggregate, per 12-month policy period.

- **Automobile Liability Insurance** for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos

are owned by Prime Contractor/Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED. \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.

- **Worker's Compensation** including Broad Form All States endorsement shall be in statutory amount.
- **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury/Disease \$100,000 (per employee); Bodily Injury/Disease \$100,000 (policy limit).

7.2 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in Texas, and shall have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

7.3 All insurance policies required by this Contract shall require on their face that 1) the City of Houston is named as an additional insured; 2) the insurance carrier waives any rights of subrogation against the City; and 3) it shall give thirty (30) days written notice to the City before any policy required by this Contract is cancelled. Within such thirty (30) day period, Prime Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

7.4 REQUIREMENTS FOR CERTIFICATE OF INSURANCE:

7.4.1 Certificate must not be more than 30 days old.

7.4.2 Name and Address of Producer writing coverage.

7.4.3 Name of each insurance company providing coverage (as listed or on company's Certificate Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide.)

7.4.4 Name and address of insured (as shown on policy).

7.4.5 Letter in the column must reference the insurer of the policy being described.

7.4.6 Must be a policy number; no binders will be accepted.

7.4.7 Date policy became effective.

7.4.8 Expiration date must be at least 60 days from date of delivery of certificate.

7.4.9 Name and file number of project (Bid Name and Bid Number).

7.4.10 Name of project manager (Buyer).

7.4.11 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

Prior to award and/or starting work, Prime Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified above. This is a mandatory requirement.

Forward to Buyer at:

City of Houston
Strategic Purchasing Division
901 Bagby, room B406
Houston, Texas 77002

8.0 TAXES:

- 8.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Prime Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, may approve or issue the necessary certificates.

9.0 INSPECTIONS AND AUDITS:

- 9.1 The City reserves all rights to review all payments made to Prime Contractor/Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Prime Contractor/Supplier.
- 9.2 City representatives may have the right to perform, or have performed, (1) audits of Prime Contractor/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Prime Contractor/Supplier shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
- 9.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime contract insofar as those books and records relate to performance under the prime contract.

10.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 10.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor/Supplier 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.
- 10.2 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.
- 10.3 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.
- 10.4 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/Supplier** 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.

- 10.5 **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.

11.0 CITY OF HOUSTON CONTRACTOR/SUPPLIER OWNERSHIP DISCLOSURE ORDINANCE:

- 11.1 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 and other qualifying governmental entities prior to entering into 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.
- 11.2 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.
- 11.3 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 5% 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.
- 11.4 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 with your bid or proposal may be just cause for rejection of your bid or proposal.