

CITY OF HOUSTON
FINANCE DEPARTMENT
S29- Q24555
NOTICE OF REQUEST FOR QUALIFICATION

**STRATEGIC
PURCHASING DIVISION**
901 Bagby Street, Concourse
Level
Houston, Texas 77002

GENERAL INSTRUCTIONS, TERMS & CONDITIONS

The City of Houston's Finance Department is soliciting services from qualified consultancies/contractor(s) to perform the following services as described in the Statement of Work for **Citywide Procurement and Procure-to-Payment Process Improvement Services**, henceforth referred to as the "P2P Project".

PRE-SUBMISSION CONFERENCE

The City will conduct a Pre-submission conference on **Monday, March 18, 2013 at 1:00 PM CDT., in SPD Conference Rm. 1 at 900 Bagby Street, (Concourse Level), Houston, TX 77002.** Attendance to the Pre-submission conference is optional and not mandatory.

Prospective consultancies/contractor(s) needing additional information/clarification to this request for qualification (RFQ) are requested to e-mail questions to Douglas Moore at **douglas.moore@houstontx.gov.** The deadline for submitting questions is **Wednesday, March 20, 2013 at 5:00 PM CDT. No questions will be accepted after deadline.** All questions will be answered via letter of clarification to this RFQ and posted on the City's e-bidding website and automatically e-mailed to all who registered to receive this RFQ.

Please review the Statement of Work below. If you believe that your consultancy/firm meets the minimum requirements as outlined in the Statement of Work of the RFQ, please submit your Statement of Qualifications (SOQ) to Douglas Moore, via one of the methods listed below by **Tuesday, April 9, 2013 at 2:00 PM CDT. No SOQ's will be accepted after deadline.**

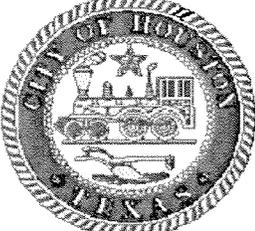
E-mail: (Preferred Method): douglas.moore@houstontx.gov

Mail: City of Houston
Strategic Purchasing Division (Suite B500, Concourse Level)
901 Bagby Street
Houston, Texas 77002

STATEMENT OF WORK

1.0 Objective

- 1.1 The City of Houston ("City") is currently seeking Statements of Qualifications (SOQ) from qualified consultancies/contractor(s) related to its "Citywide Procurement and Procure-to-Payment Process Improvement Services" Project, henceforth referred to as the "P2P Project".
- 1.2 The City intends to enter into a contract for professional services with the most qualified consultancy/contractor to assist the City with the aforementioned initiative. As a result of this initiative, the City is seeking a qualified consultancy/contractor to assist in its "P2P Project" by supporting the City's strategic goals to reduce procurement expenditures and improve the overall procure-to-pay processes across all City departments. Additionally, the consultancy/contractor shall have a "think large

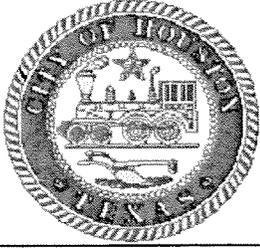
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& work small perspective” and the necessary skill-set and experience to provide instantaneous procurement improvements that address potential cost savings, inefficiencies and ineffectiveness; and the wherewithal to plan and develop initiatives that will upgrade and modernize the overall procure-to-pay process within the City.

- 1.3 In order to qualify for the P2P Project contract award, the consultancy/contractor MUST be able to:
 - 1.3.1 Describe their recommended approach for achieving the City’s objectives.
 - 1.3.2 Demonstrate their qualifications to apply the professional skills required to successfully execute the recommended approach.
 - 1.3.3 Consider the very tight timelines expected for success.
- 1.4 To ensure successful execution of the P2P Project, the City will coordinate and provide support to the selected consultancy/contractor.

2.0 Background

- 2.1 Over the past several years there has been an ongoing review of the City’s procurement process to assess and validate the City’s overall strategic goal of improving its procurement processes and/or functionalities. The review revealed that the City fosters a quasi-centralized approach to its procurement methodologies across all departments; which provides for a significant opportunity to improve the overall procure-to-pay process, by optimizing on each critical procurement function/component from inception to conclusion.
- 2.2 The following are key observations, which may constitute consistent prevalent patterns within several departments or may be isolated observation tied to specific department(s) and/or circumstances:
 - 2.2.1 The Procure-to-Pay Process is fragmented into many parts owned by different departments and individuals, with significant hand-offs.
 - 2.2.2 Certain functions are neglected due to resource constraints, unclear ownership, and/or limited professional development opportunities (e.g. technical specification writing, procurement spend analysis, etc).
 - 2.2.3 Policies and procedures are inconsistently adhered to, distributed and/or applied. Standard Operating Procedures (SOPs) need to be updated to include procurement best practices, and uniform application of SOPs must be verified.
 - 2.2.4 Reorganizations over the years have consolidated staff but have been accompanied by minimal or one-off automation efficiency improvements.



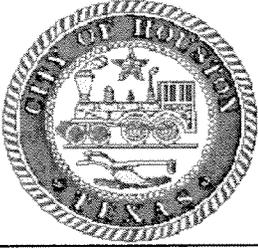
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- 2.2.5 Technology is inadequate, or inadequately utilized.
 - 2.2.6 There is duplicated effort with redundant systems, data, and processes (e.g. multiple vendors' lists with vendors from SPD in SAP, vendors in B2GNow from OBO, vendors tracked by the Controller's Office, and additional vendors from SPD in the E-bidding system).
 - 2.2.7 It is difficult for staff to obtain the proper purchasing reports. This is primarily due to training and use of existing technologies. This makes it challenging to effectively manage procurement and identify spend reduction opportunities.
 - 2.2.8 Training for staff is limited or inconsistent across departments.
 - 2.2.9 As State procurement regulations, City ordinances and rules have changed, it is unclear what methods are used to notify personnel, update department policies, procedures and systems and retrain personnel.
- 2.3 The City currently employs SAP as its ERP system for purchasing financial reporting purposes, however, the City has not yet implemented the the Supplier Relationship Management (SRM). The City would like to assess and maximize its use of existing SAP modules/systems and identify areas for improvement in an effort to automate and streamline the procurement process citywide.
- 2.4 Below is a high level break-out of spend across department purchasing units (DPUs):

Total Expenditures by Material Group – Citywide (under Contract)

Material Group	Amount
Construction General	\$633,813,059.32
Utility Service Electric	\$135,000,000.00
Miscellaneous Professional Services	\$101,177,840.94
Fuel Oil Grease Lubricants	\$28,458,750.33
Miscellaneous	\$24,960,101.36
Construction New	\$22,388,798.60
Radio / Telecommunications	\$14,250,391.36
Garbage / Trash	\$14,104,033.36
Two-Way Radio, Port	\$13,585,687.29
Telephone Services	\$12,656,311.29



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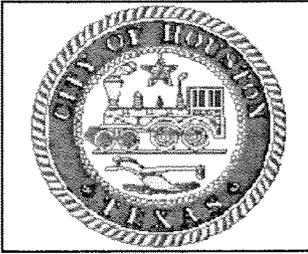
Art Services (Cultural)	\$11,774,761.75
Building Maintenance / Repair	\$11,150,586.00
Construction, Gen	\$10,393,086.83
Insurance	\$9,244,972.66

Total Expenditures by Department Purchasing Unit (DPU) – Citywide (under Contract)

Department Purchasing Unit (DPU)	Amount
Public Works and Engineering	\$686,927,169.27
General Services Department	\$188,805,146.73
Houston Aviation Services	\$123,508,138.52
Houston Info Technology Services	\$53,395,969.35
Fleet Management Department	\$49,327,152.88
Housing and Community Development	\$47,780,827.88
Health & Human Services	\$21,961,483.32
Solid Waste Management	\$19,849,297.47
Houston Police Department	\$19,536,574.49
Admin & Regulatory Affairs	\$18,693,593.53
Parks and Recreation	\$17,135,174.45
Finance Department	\$16,299,775.95
Houston Fire Department	\$9,819,104.39

3.0 Scope of Work/Services

- 3.1 In order to achieve the objectives set out above, the consultancy/contractor will be required to perform the following tasks:
- 3.1.1 Conduct an assessment of policies, people, and processes to determine the current state of the City's procurement and procure-to-pay framework and provide opportunities for restructuring, reorganizing, and governing the City's procure-to-pay responsibilities.
 - 3.1.2 Conduct a rigorous spend analysis on high spend categories to identify savings on existing



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contracts and reducing the city's total cost of goods and services.

3.1.3 Assess existing and potential technology/software capabilities and assist the City with business process mapping, design requirements, process re-engineering, and training related to its deployment and utilization of technology.

3.1.4 Develop the long-term vision and build a foundation to establish standard procurement practices across departments through development of policies and procedures and citywide training of procurement staff.

3.1.5 Establish priority to achieve short term wins that generate savings and/or cash flow throughout the project, such that the project may be self-funded.

3.2 The City would also like to emphasize that it is very interested in incentive and contingency based proposals. For example, consultancy/contractor may propose that they be paid a percentage of the actual revenues generated or cost savings that result from implementation of their recommendations (no payout without results). Another example would be a consultancy/contractor putting their fees at risk whereby the payout for the contract (or part of it) is some multiple over and above normal fees with successful generation of incremental revenues or cost savings, and with fees not paid out at all without results. After the initial evaluations, the City will request and strongly encourage the highest ranked consultancy(s)/contractor(s) to provide a creative incentive and contingency based fee structure.

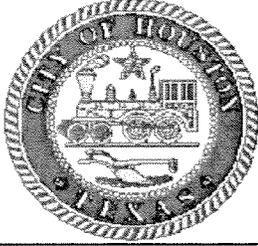
4.0 Submission of Statement of Qualifications

4.1 To be considered for contract award, the consultancy/contractor(s) **must** submit a specific SOQ that consists of the following key requirements, which shall be **comprehensively** addressed by the consultancy/contractor in their responses **(each requirement shall be addressed individually and in accordance to each specific section as outlined below)**.

4.2 Qualifications/Experience/Expertise:

4.2.1 Provide a brief history of your firm, and also describe your firm's previous experience in executing P2P projects of a nature similar to this project. The City requires a description of three (3) recently completed projects with references from the clients' organizations and the cost history based on percentage difference between the estimated cost by the clients at the project kick-off and the final overall cost of the project.

4.2.2 Provide resume(s) of personnel proposed for executing the P2P Project, highlighting their track record in effective execution of projects related to procurement and procure-to-pay processes, spend analysis, supplier management strategy, and financial process improvement to include,



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but not be limited to business process mapping, process re-engineering, data analysis, change management, training, capability building, and public sector experience, particularly in large decentralized municipalities. Resume(s) should include home location of personnel so the City can identify whether resources will be Houston based.

4.2.2.1 Note: The City will include language in the resulting contract that identifies the actual proposed members of the consulting team named within this SOQ.

4.2.3 Indicate the earliest start date when the proposed personnel would be available to start execution of the P2P Project.

4.2.4 Indicate if the proposed personnel will be fully dedicated to the P2P Project or if they would be working on other non City projects at the same time. In the latter case, indicate what percentage of the proposed personnel's time would be dedicated to support the P2P project.

4.3 Proposed Strategy & Operational Plan:

4.3.1 Provide a detailed project plan for the P2P Project that will accomplish the City's goals (Scope of Work) that is outlined into key deliverables at the highest level, which then shall be broken down into key issues and activities related to each high level deliverable. Emphasis of the importance, intensity, or duration of activities is appreciated, but not required.

4.3.2 Provide identification of high potential spend categories your firm will target, along with naming the subject matter experts who will be responsible for these analyses and their previous relevant experience.

4.3.3 Provide a detailed description of data and other inputs/resources that will be required from the City to enable successful execution of the P2P Project.

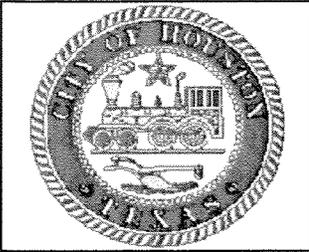
4.3.4 Provide identification of the P2P Project critical success factors and risks.

4.3.5 Provide an estimate of proposed hours for project personnel that will be required to complete the P2P Project based upon the aforementioned detailed project plan. Personnel should be categorized based on their seniority level (e.g., entry-level associate/consultant, intermediate-level specialist/senior associate, manager, senior-level project manager, partner, etc.).

4.4 Additional Required Information:

4.5 The Consultancy/Contractor must provide a written statements/forms/letters acknowledging that they understand and will comply with the following conditions listed below if they are recommended for contract award:

4.5.1 Provide a written statement acknowledging the City's M/WBE Program and



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Consultancy/Contractor's willingness to make a good-faith effort in utilizing a certified MWBE sub-contractor. Consultancy/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. Consultancy/Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **11%** of the value of this Agreement to MWBEs. Consultancy/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. Additionally, the Consultancy/Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director.

4.5.2 Provide the Pay of Play Form 1, (please visit the following link to download a copy of the from: <http://www.houstontx.gov/obo/popforms.html>), which acknowledges the City's Pay or Play Program and the consultancy/contractor's willingness to comply with its requirements. The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area.

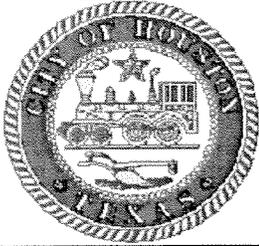
4.5.3 Provide a letter from your Insurance provider stating the Consultancy/Contractor's ability to obtain insurance to meet the City's minimum insurance requirements (as stated below). Additionally, the letter shall state your Insurance providers A.M. Best rating.

- **(NOTE: PLEASE DO NOT PURCHASE THE INSURANCE POLICY AT THIS JUNCTURE; HOWEVER, THE SUCCESSFUL CONSULTANCY/CONTRACTOR WILL BE REQUIRED TO PROVIDE THE NECESSARY INSURANCE POLICIES WHEN REQUESTED BY THE CITY).**

4.5.4 That the City will require the selected consultancy/contractor to maintain an appropriate level of General, Automobile, Workers Compensation, and Professional Liability insurance.

4.5.4.1 INSURANCE REQUIREMENTS:

4.5.4.2 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in**



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the State of Texas or 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, Property-Casualty United States.

4.5.4.3 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

4.5.4.4 **Commercial General Liability Insurance including Contractual Liability:**

4.5.4.5 \$500,000 per occurrence

4.5.4.6 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

4.5.4.7 **Workers' Compensation:**

4.5.4.8 Amount shall be statutory amount

4.5.4.9 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

4.5.4.10 **Automobile Liability (See Note Below):**

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.5.4.11 Employer's Liability:

4.5.4.12 Bodily injury by accident \$100,000 (each accident)

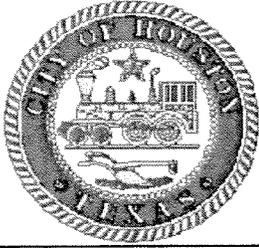
4.5.4.13 Bodily injury by disease \$100,000 (policy limit)

4.5.4.14 Bodily injury by disease \$100,000 (each employee)

4.5.4.15 **Professional Liability**

4.5.4.16 \$1,000,000 per occurrence \$1,000,000 aggregate

4.5.4.17 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 the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor,

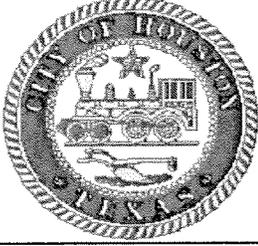


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Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

- 4.5.4.18 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for qualifications ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 4.5.4.19 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 4.5.4.20 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 4.5.4.21 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 4.5.4.22 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 4.5.4.23 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or 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 Best's Key Rating Guide, Property-Casualty United States.
- 4.5.4.24 Insured Parties: Each policy, except those for Workers Compensation, Employer's

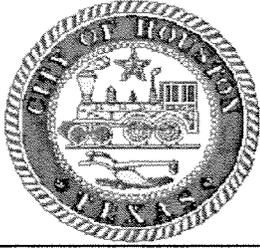


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Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

- 4.5.4.25 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 4.5.4.26 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 4.5.4.27 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 4.5.4.28 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 4.5.4.29 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 4.5.4.30 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 4.5.4.31 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 4.5.4.32 Proof of Insurance: On the effective date and at any time during the Term of this

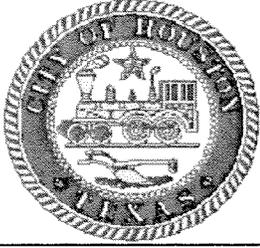


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Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

- 4.5.4.33 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 4.5.4.34 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 4.5.4.35 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 4.5.4.36 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.
- 4.5.5 That selected Consultancy/Contractor may be required to provide the City with a performance bond or letter of credit to cover potential damages if the Consultancy/Contractor fails to perform in accordance with the contract. Therefore, provide a confirmation letter from a certified Surety/Bonding company, authorized to do business in the State of Texas stating the "Consultancy/Contractor's Bonding" capacity and/or "Letter of Credit" capacity and provide the Surety listing with the U.S. Treasury. Additionally, the confirmation letter shall include the largest sum that the Surety/Bonding Company would be willing to bond the Consultancy/Contractor for the P2P Project. The Surety/Bonding Company may be contacted and interviewed by the City.
- 4.5.6 Provide a written statement acknowledging that the Consultancy/Contractor understands that "the City will not agree to a limitation of liability clause in the contract between the Consultancy/Contractor and the City of Houston. If the Consultancy/Contractor takes "Exception" to this clause, please indicate as such. However, please be advised that all Exceptions that are contained in the Consultancy/Contractor proposal may negatively affect the Consultancy/Contractor's overall evaluated score based upon the evaluation criteria as stated in the RFQ, and/or result in possible rejection of Consultancy/Contractor's proposal.
- 4.5.7 Provide a written statement acknowledging that the Consultancy/Contractor understands that the City will retain the rights to intellectual properties developed under the contract for the P2P Project.



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4.5.8 **Additionally, the documents listed below must be provided with the SOQ:**

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Drug Forms
Contractor Questionnaire
Hire Houston First Affidavit (See Details Below)

* **All forms can be downloaded from the following link:**
http://purchasing.houstontx.gov/solicitation_forms.html (Offeror will be able to click and print each required document from this site).

5.0 Qualification Evaluation Criteria

5.1 In evaluating the submitted SOQ's, the following criteria will be used when evaluating the RFQ responses and are listed in the order of importance to the City of Houston:

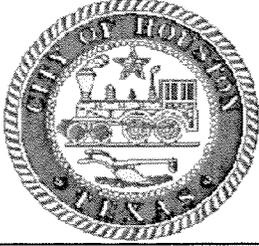
Evaluation Criteria	Allotted Points
Qualifications, Experience and Expertise (Previous experience in executing project of similar size and scope)	50
Proposed Strategy and Operational Plan	50
Total Points	100

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

- **HIRE HOUSTON FIRST**

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible. Please visit the following link for more information <http://www.houstontx.gov/obo/hirehoustonfirst.html>.



CITY OF HOUSTON
FINANCE DEPARTMENT
S29- Q24555
NOTICE OF REQUEST FOR QUALIFICATION

**STRATEGIC
PURCHASING DIVISION**
901 Bagby Street, Concourse
Level
Houston, Texas 77002

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter 15 of the City Code of Ordinances

IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

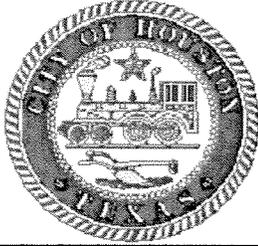
6.0 SELECTION PROCESS

6.1 The award of this agreement will be made to the best respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of each respondent. Therefore, the respondent shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the respondent fails to satisfy the City or the respondent is deemed unqualified to provide the services contemplated.

6.2 The City of Houston has sole discretion and reserves the right to cancel this RFQ or to reject any or all SOQ received prior to contract award.

7.0 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED

7.1 Neither Offeror(s) nor any person acting on Offeror(s)'s behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the RFQ evaluation committee, 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 Buyer identified on the first page of the RFQ. Upon issuance of the RFQ through the

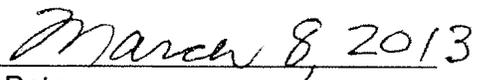


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pre-award phase and up to the award of a contract, aside from Offeror's formal response to the RFQ, communications publically made during the official pre-submittal conference, written requests for clarification during the period officially designated for such purpose by the City Buyer and communications during an oral interview, scheduled at the request of and for the benefit of the RFQ evaluation committee, if any, neither Offeror(s) nor persons acting on their behalf shall communicate with any member of the RFQ evaluation committee, 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 contract award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Offeror. However, nothing in this paragraph shall prevent Offeror from making public statements to the City Council body convened for a regularly scheduled session after the RFQ evaluation committee has made its official selection and presented same to Council for action.


Calvin D. Wells, ARA Deputy Director
City Purchasing Agent


Date