

**CITY OF HOUSTON**  
**REQUEST FOR PROPOSAL (RFP)**  
**SOLICITATION NO.: S69-T25540**

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**Date Issued:** August 28, 2015

**Pre-Proposal Conference:** September 14, 2015 @ 2:00 P.M.  
City of Houston  
Learning and Development Center  
4501 Leeland Street  
Houston, TX 77023

**Proposal Questions Deadline:** September 18, 2015 @ 2:00 P.M.

**Solicitation Due Date:** September 28, 2015 @ 2:00 P.M., CST

**Solicitation Contact Person:** Regina Spencer  
[Regina.Spencer@houstontx.gov](mailto:Regina.Spencer@houstontx.gov)  
832-393-8707

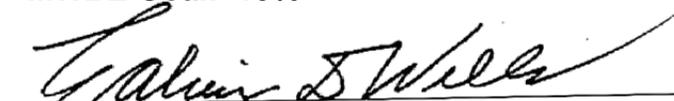
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**Project Summary:** Three year contract with two 1-year options to provide dental coverage and manage the City of Houston's voluntary, employee paid dental insurance plans, a Dental Health Maintenance Organization (DHMO) and Dental Indemnity Plan with an underlying Dental Preferred Provider Organization (DPPO).

**Project Description:** The City of Houston (City) is conducting an active search of the marketplace for qualified companies to partner with the City in providing dental coverage to city employees and retirees effective May 1, 2016. City wishes to contract with a dental insurance carrier(s) who will provide the most progressive and cost effective plan designs, contract with quality networks/providers and manage the entire program, including claims processing, administrative/member services and utilization reporting.

**NIGP Code:** 948-48 952-58 953-52 958-56 961-62 962-58 948-07

**MWBE Goal:** 15%

  
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Calvin D. Wells  
City Purchasing Deputy Director

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August 25, 2015

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**REQUIRED EXHIBITS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL AS ATTACHMENTS**

- EXHIBIT 5A – DHMO Disruption Analysis
- EXHIBIT 5B – Indemnity/DPPO Disruption Analysis
- EXHIBIT 6A – DHMO Rate Proposal Sheet
- EXHIBIT 6B – Indemnity/DPPO Rate Proposal Sheet
- EXHIBIT 7A – DHMO Plan Procedures
- EXHIBIT 7B – Indemnity/DPPO Plan Procedures (In-Network)
- EXHIBIT 7C – Indemnity/DPPO Plan Procedures (Out-of-Network)
- EXHIBIT 8 – Indemnity/DPPO Proposed Plan Design Changes
- EXHIBIT 9A – DHMO Provider Counts
- EXHIBIT 9B – DPPO Provider Counts
- EXHIBIT 10A – Deviations from Specifications – DHMO
- EXHIBIT 10B – Deviations from Specifications – Indemnity/DPPO

**PROPOSAL EXHIBITS AS ATTACHMENTS**

- EXHIBIT A Questionnaire
- EXHIBIT B1 DHMO Performance Standards
- EXHIBIT B2 Indemnity/DPPO Performance Standards
- EXHIBIT 1A DHMO Contract
- EXHIBIT 1B Indemnity/DPPO Contract
- EXHIBIT 1C Benefit Summary Comparison
- EXHIBIT 2A DHMO Experience
- EXHIBIT 2B Indemnity/DPPO Experience
- EXHIBIT 3A COH Active Census
- EXHIBIT 3B COH Retiree Census
- EXHIBIT 3C DHMO Membership
- EXHIBIT 3D Indemnity/DPPO Membership
- EXHIBIT 3E Retiree Membership
- EXHIBIT 4 Rate History (DHMO and Indemnity/DPPO)

## **PART I – GENERAL INFORMATION**

The City of Houston, the largest City in the State of Texas, consists of twenty-six separate departments. The Human Resources Department (HR) manages/administers programs and services for a workforce of approximately 21,000 full-time and part-time/temporary employees who are primarily responsible for providing government services to our citizens. HR also manages health benefits plans for approximately 9,800 under and over age 65 retirees. The voluntary, employee paid dental plans are administered by the HR Department, after approval by the Houston City Council.

Through the issuance of this Request for Proposal (RFP), the City is soliciting proposals from qualified proposers that can provide the services described in Part II, Scope of Work/Technical Specifications, for its eligible employees and retirees. However, The City reserves the right to award a contract in whole or in part, if proposals suggest that doing so would be in the City's best interest.

Proposals provided in response to this RFP must comply with the submittal requirements set forth in later sections, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. The City will award the work to the most advantageous proposer(s), based on the results of the evaluation factors and costs as set forth in the RFP.

The city offers two plans: a dental health maintenance organization (DHMO) and a dental indemnity plan with silent DPPO. The contracts with UnitedHealthcare for both plans expire April 30, 2016. The dental plans are fully-insured, employee-funded and are available to active employees and retirees and their eligible dependents.

<b>PLANS</b>	<b>ELIGIBLE MEMBERS</b>	<b>ENROLLMENT</b>
DHMO	Active and some part-time employees and their dependents; retirees under and over age 65 and their dependents	14,441
Indemnity / DPPO	Active and some part-time employees and their dependents; retirees under and over age 65 and their dependents	9,958

The City is a proponent of the managed care concept to promote ongoing dental health. Currently, the City has one vendor for both the managed care dental plan and the indemnity/DPPO plan. However, the vendor(s) that offer the best value to the city will be chosen for each plan. Proposers should present a stand-alone proposal for each plan and should be prepared to handle a full takeover without pre-existing conditions. Any discounts you would provide for being awarded both plans should be shown separately.

The DHMO requires participants to select a primary care dentist within the network, and covered services are provided for a scheduled copayment. The dental indemnity plan allows participants to select any dentist for treatment (there is an underlying discounted

network of providers in the indemnity plan). Participants choose between these plans annually.

The goal of this RFP is to review the array of products currently offered to Houston-area employers and determine if there are better products, prices, or services available for City employees. As a base comparison, proposers are requested to quote plans that are the same as or similar to current plan designs and benefit levels, as well as any plans that may be more advantageous. If you do not offer similar plans, state that fact.

### **Plan Design**

Plan designs are attached in Exhibit 1A – DHMO Contract, Exhibit 1B – Indemnity/DPPO Contract and Exhibit 1C – City Benefits Website Summary of Dental Plans.

### **Eligible Members**

Eligible members include:

- All full-time active employees who have worked an average of 30 hours per week, as designated by the Affordable Care Act;
- Elected officials;
- Retirees both under and over age 65;
- Spouses and dependent children of active employees (to age 26);
- Spouses and dependent children of retirees (to age 26), providing they were covered by a City dental plan on the last day prior to the employee's date of retirement.
- Retirees, and their eligible dependents (to age 26) covered at the time the retiree opted out of coverage, may re-enroll in the Plan on May 1 of each year or following a family status change.

Current employee census and enrollment are displayed in Exhibit 3A – City of Houston Active Employee Census, Exhibit 3B – City of Houston Retiree Census, Exhibit 3C – DHMO Membership, Exhibit 3D – Indemnity/DPPO Membership, and Exhibit 3E – Retiree Membership by Plan.

### **Effective Date of Coverage**

- The effective date of the dental insurance plans will be May 1, 2016, with renewals occurring each May 1 thereafter for the life of the Agreement between the City and plan provider(s).
- New employees are eligible on the 1<sup>st</sup> or 16<sup>th</sup> of the month after they complete 30 days of continuous full-time active work with the City.

## **Provider Disruption**

The disruption templates can be found in Exhibit 5A - DHMO Provider Disruption and Exhibit 5B – Indemnity/DPPO Provider Disruption.

## **Rate History**

The rate history from May 1, 2011 – April 30, 2016 can be found in Exhibit 4 for both the DHMO and the Indemnity/DPPO plans.

## **Additional Information**

- The demographics for the City of Houston are located in Exhibit 3A - Employee Census. The demographics file includes all employees who are eligible to be covered under the dental insurance plans. Such demographic data will only be provided to proposers that have submitted a completed and signed Non-Disclosure Agreement (NDA) to the solicitation contact. NDAs will be posted to the ProposalTech website with instructions to execute and return the completed NDA to the Procurement Office.
- Claims experience applicable to the traditional indemnity/DPPO plan and utilization data for the DHMO are found in Exhibit 2A – DHMO Claims Experience and Exhibit 2B – indemnity/DPPO Claims Experience.

## **Solicitation Schedule**

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

<b>EVENT</b>	<b>DATE</b>
Date of RFP Issued	August 28, 2015
Pre-Proposal Conference	September 14, 2015
Questions from Proposers Due to City	September 18, 2015
Proposals Due from Proposers	September 28, 2015
Notification of Intent to Award ( <i>Estimated</i> )	November, 2015
Council Agenda Date ( <i>Estimated</i> )	December, 2015
Contract Approval Date ( <i>Estimated</i> )	December, 2015
Contract Start Date ( <i>Estimated</i> )	May, 2016

## **PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **A. Overview**

The City desires to contract with an organization having significant experience in providing voluntary dental insurance programs to large municipalities and city governments. The organization must have prior experience directly related to the services requested in this RFP and must be able to demonstrate clearly their ability to:

- Negotiate multi-year contract(s), with guaranteed rates;
- Maximize affordability;
- Offer state-of-the-art program management and administration/member services;
- Communicate benefit determination to employees in a timely manner;
- Provide timely dental insurance reporting; and
- Offer innovative solutions to manage and optimize the dental plan designs.

### **B. Specifics**

The City will accept proposals for fully insured dental plans. Each proposer is encouraged to read the entire proposal, as there is pertinent information outlined in each section.

Proposers are requested to:

- Duplicate and price the existing plan models to establish a baseline for comparison.
- Identify and propose features or enhancements that provide additional value without adding cost.
- Current Indemnity Dental Plan Design (*Propose the following changes*):
  - Increase the maximum annual benefit limit of \$1,500 to \$2,000.
  - Increase the maximum annual benefit limit of \$1,500 to \$2,500.
  - Increase the orthodontic maximum annual benefit of \$1,000 to \$1,500.
  - Increase the orthodontic maximum annual benefit of \$1,000 to \$2,000.
  - Move the full mouth x-rays from basic restorative and corrective services to preventive and diagnostic services.
  - Add pediatric anesthesia.
- Other Managed Care Options
  - A space is left on the Cost Quotation Exhibit 6A (DHMO) and Exhibit 6B (DPPO) for other plan types. If you are proposing more than one managed dental option, please clearly indicate why, and show the proposed pricing and

plans separately. If this difference causes any of the questions to require separate answers, please respond accordingly.

- Add pediatric anesthesia.
- Propose any creative solution or plan design option that will achieve the City's goals.

The City desires multi-year contracts, with rate guarantees and/or predictable costs for each year. Please propose a three (3) year contract with two (2) additional one-year extensions.

Services specifically required in the management and administration of the Plans, as well as payment of dental claims submitted by or on behalf of covered City employees are listed below. The Dental Insurance carrier shall:

1. Provide and manage DHMO and DPPO networks, ensuring they include sufficient credentialed dental providers to serve City participants. Ninety-four (94) percent of members should have two dentists within ten (10) miles of their home zip code.
2. Exclude actively at-work requirements for any participants covered by the prior carrier on the day before the effective date of the new contract.
3. Be prepared to accept City of Houston electronic eligibility data files on a bi-weekly basis. Ensure that all data transfers, storage and processing are confidential and HIPAA compliant.
4. Establish and maintain records of account for all claims submitted. All such records shall be accessible to City representatives and other authorized individuals.
5. Allow an annual third party dental claim audit at no charge for internal claims audit support.
6. Analyze claims submitted by or on behalf of providers and/or covered participants in accordance with the provisions of the dental plans, and determine the amount of benefits payable.
7. Provide timely payment of claims and/or capitation to dental providers.
8. In the event that a claim is denied in whole or in part, notify the claimant of such denial clearly describing:
  - a. The specific reason for the denial;
  - b. The specific reference to the dental plan provision on which the denial is based;
  - c. Any additional materials or information needed for the claimant to appeal his claim;
  - d. An explanation of the dental plan's claims review procedure; and
  - e. The time frame during which the appeal must be filed.
9. If a payment is made to or on behalf of an ineligible person or an overpayment is made, attempt to recover payment or overpayment from person. Further action may be taken as directed in writing by the HR Director or the HR Director's designee.

10. Effective communication shall be established to assist employees and the City.
11. Provide customer service to all members of the City's dental plans, utilizing designated or dedicated customer service representatives.
12. Provide a dedicated toll free number for use by City dental plan members at no cost to the City.
13. Provide an onsite customer service representative at no cost to the City.
14. Assist with annual open enrollment activities, including attendance at open enrollment meetings.
15. Permit the City to review and approve all communication materials prior to distribution to members.
16. Provide an employee website and mobile applications as described in Exhibit A - Questionnaire, Item A.12.
17. Mail ID cards to each covered member every year by May 1<sup>st</sup> at no cost to the City.
18. Conduct an annual member satisfaction survey for all plans.
19. Provide the quarterly reports indicated below by plan (DHMO and DPPO):
  - A. Monthly Paid Claims vs. Premiums Paid Report;
  - B. Enrollment Report by Month;
  - C. Claims Detail Report by Month;
  - D. Claim Loss Ratios by Month;
  - E. Total Number of Complaints;
  - F. Total Number of Appeals;
  - G. Network Composition;
  - H. Performance Guarantee Reports;
  - I. MWBE Compliance Reports; and
  - J. Ad Hoc Reports as requested by the City.
20. As plan provisions and rates change, provide information electronically and also printed booklets describing the changes.

## **PART III – MINIMUM PERSONNEL QUALIFICATIONS**

Identify the key account management team you propose to work on the City's account and provide an organizational chart, including names and titles, of management and key personnel that will be responsible for account management. Provide resumes and length of time with your organization. At a minimum, include the positions listed below and provide your response in Exhibit A – Questionnaire, Item A.2.

**A. Account Manager** - Responsible for overall account relationship including strategic planning in relation to plan performance, consultative services, recommendations for benefit design and cost containment opportunities, overseeing contractual services under the contract with the City, and managing all other staff working on this account. Has overall responsibility for waste, fraud and abuse oversight and control. The Account Manager will have a minimum five (5) years of experience as an Account Manager for your firm.

**B. Customer Service Manager** – Responsible for all customer service functions and reporting. The Customer Service Manager shall have at least three (3) years of experience as a Customer Service Manager for your firm.

**C. Operations/HRIS Manager** – Responsible for all claims operations and reporting, including overseeing the file transfer process of eligibility data, interfaces and data sharing. Operations Manager shall have three (3) years of experience as an Operations Manager for your firm.

**D. Network Manager** – Responsible for monitoring and assisting in resolving provider contract disputes and monitors and reports to the City on network access. Monitors the City's utilization and is proactive in expanding networks as needed to adjust to changes in member demand and access needs.

**E. Reporting Manager** – Responsible for the oversight of report generation and ad hoc report generation. The Reporting Manager shall have at least three (3) years of experience as a Reporting Manager.

**F. Implementation Manager** – Responsible for development and execution of implementation plan. Coordinates with the City, internal and other external resources. The Implementation Manager shall have three (3) years of experience as an Implementation Manager for your firm.

### **Implementation Process**

Describe your implementation process and provide a proposed implementation plan and timetable, beginning with the award of business to the completion of the work, assuming a plan effective date of May 1, 2016. Your response should be provided in Exhibit A - Questionnaire and should include:

- A. Steps required to implement the program;
- B. Roles played by the City and vendor;
- C. A timeline outlining the scope of implementation;

- D. Eligibility feeds;
- E. Contact information (title, phone, fax, address, email) and personnel assigned to each step of the implementation process;
- F. Dedicated toll-free phone line for member services should be operational by March 15;
- G. Banking arrangements established; and
- H. An explanation of your firm's approach to dispute management, control of the scope of responsibilities, and quality assurance.

#### **PART IV – EVALUATION AND SELECTION PROCESS**

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

##### **A. Selection Process**

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

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

1. Responsiveness of Proposal  
Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to City officials.
2. Technical Competence  
Extent to which proposed solution(s) meet the needs of the City including, but not limited to, the desired requirements as expressed in this RFP.

- 1) Qualifications and experience of the Proposer to successfully achieve and perform the services as evidenced by experience on proposal of similar scope of magnitude.
- 2) Qualifications and specialized experience of key personnel to successfully achieve the project as evidenced by experience in similar role.
- 3) Quality of proposed implementation plan, timetable, and operational plan including understanding of the scope of services/technical requirements, dental plan design, dental coverage, ability to manage the entire dental process inclusive of claims processing, training, transition plan, and understanding of the services required in this proposal.
- 4) Qualifications and specialized experience with information technology to safeguard confidential information obtained from clients.
- 5) Quality, comprehensiveness and adequacy of proposal.
- 6) Level of M/WBE participation.
- 7) Financial stability of the Proposer.
- 8) Reasonableness and extent of contract exceptions taken by Proposer.

### 3. Price Proposal

- 1) Reasonableness and competitiveness of the overall prices; and
- 2) Rate guarantees.

## **B. Interviews/Oral Presentations**

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

## **PART V – SUBMISSION OF PROPOSAL**

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

1. Number of Copies. **Eight (8)** printed copies of the proposal, one marked as “Original” and signed in BLUE ink. Along with **eight (8)** electronic thumb drives in a sealed envelope bearing the assigned Solicitation Number to:

City Purchasing Deputy Director

City Hall  
901 Bagby, Suite B300  
Houston, Texas 77002

## **DENTAL INSURANCE PROPOSALS (*clearly labeled on the box*)**

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

2. **ProposalTech.** In addition to the eight (8) copies submitted to the City Procurement Deputy Director (as directed above), **a complete proposal must be submitted Online via ProposalTech.**

Please note that the entire RFP process will be conducted via the Internet, using the ProposalTech application. Proposal specifications are contained in the electronic RFP (eRFP), which can be found at ProposalTech's website ([www.proposaltech.com](http://www.proposaltech.com)). Proposers will need to register and login to the system at [www.proposaltech.com/home/app.php/register](http://www.proposaltech.com/home/app.php/register) using the username and password that are supplied to you in the invitation email you will receive from Proposal Tech.

To access the eRFP, Proposers must first take the following actions:

- If you receive the ProposalTech invitation email, you have been identified as a contact for the RFP. If you will not be a contact, please ensure that this communication is routed appropriately. This information may not have been sent to any other parties within your organization.
- You may view an online training demo of the on-line proposal questionnaire system. This demo takes approximately five minutes and will help you understand the system's functionality to make the completion process run smoothly. Click on the link below to view the flash demo: [http://www.proposaltech.com/vendor/docs/response\\_training\\_798x599.htm](http://www.proposaltech.com/vendor/docs/response_training_798x599.htm)

If you would like to schedule a ProposalTech training session please contact ProposalTech at **(877) 211-8316**, choose option 4, or send an email to [support@proposaltech.com](mailto:support@proposaltech.com).

- The primary contact should access the website to initiate review and acceptance of the eRFP.
- Primary contacts will be responsible for establishing permission to access the eRFP for other individuals in their organizations. Multiple users from your organization may access the eRFP simultaneously.
- Detailed instructions for the completion and submission of your proposal will be found in the eRFP. ProposalTech will be available to assist you with technical aspects of utilizing the system. Any questions regarding content should be submitted using the "Ask Questions" feature on the main eRFP page for general questions and the "Related Q&A" link under specific content for specific questions.

3. Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
4. Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
5. Complete submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
6. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
7. Timely delivery of Proposals. The Proposal, including the Technical Proposal and Pricing Proposal must be delivered by hand or sent to the City of Houston, City Procurement Deputy Director through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number, T25540, on any package delivered or sent to and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
8. Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

## **B. Submission Requirements**

1. Transmittal letter. The transmittal letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
2. Schedule. In addition, the proposed plan of action shall include a detailed implementation schedule, including any critical path actions that may cause delay if the schedule is not met.
3. M/WBE. Provide the qualification information described in items 4 and 5 for each of the M/WBE firms proposed. Also, please indicate the level of participation. See Exhibit II.
4. Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.

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

**C. RFP Requirements for All Proposers**

All Proposers must comply with the following conditions with regard to the RFP. Confirm your capability to provide each of the following with a **response of yes or no**.

Requirements	Response	Comments on “NO” responses
A. Proposer agrees no commissions, overrides, and/or broker’s fees shall be paid to any party. All rates should be quoted net of commission.	Yes/No.	
B. Proposers must be licensed to do business in the states in which the City has plan members. Such license, where required, must be in effect on or before a contract is awarded.	Yes/No.	
C. All vendors awarded a contract shall agree to a jurisdiction and venue of the State of Texas in the event of legal disputes.	Yes/No.	
D. All City information disclosed during the proposal and contract term must remain strictly confidential unless disclosure is required by law.	Yes/No.	
E. The Proposer will provide renewal rates and fee computations (after the initial term) by March 1st of each policy year, which shall then be subject to negotiation and written agreement between the parties.	Yes/No.	
F. Selected Proposer shall assist in plan communication and open enrollment for City employees at designated sites.	Yes/No.	
G. The Proposer agrees to attend scheduled quarterly update and review meetings at the City’s desired location in Houston, Texas.	Yes/No.	
H. The City will have the right to terminate the contract with or without cause given a 90-day notice period, without penalty to the City.	Yes/No.	
I. The Proposer will agree to defend claims litigation based on its decisions to deny coverage for clinical reasons.	Yes/No.	
J. The City will not be held responsible for time or miscellaneous costs incurred by the Proposer in association with any audit process including, all costs associated with provision of data, audit finding response reports, or systems access, provided to the City or its designee by the Proposer during the life of the contract. Note: This includes any data required to transfer the business to another vendor and money collected from lawsuits	Yes/No.	

and internal audits.		
<b>K.</b> The City reserves the right to review, edit, or customize any communication from the Proposer to its membership prior to distribution.	Yes/No.	
<b>L.</b> All Proposers awarded a contract shall conduct an annual Client satisfaction survey. The terms, rewards, and penalties will be mutually agreed to by the selected proposers and the City.	Yes/No.	
<b>M.</b> The Proposer agrees to allow the City to review customer service quality issues to the resolution endpoint.	Yes/No.	
<b>N.</b> There are NO additional fees (beyond those outlined in the Cost Quotation Sheet) required to provide the services outlined in this RFP. Any mandatory fees must be clearly outlined in the Cost Quotation Sheet.	Yes/No.	
<b>O.</b> Any award will be made to the Proposer whose proposal is deemed to be in the best interest of the City. The City reserves the right to reject any and all proposals.	Yes/No.	
<b>P.</b> Any costs incurred by Proposers in preparing or submitting proposals are the Proposers' sole responsibility. Proposals will not be returned.	Yes/No.	
<b>Q.</b> All proposers' services must adhere to relevant federal and state laws and regulations.	Yes/No.	
<b>R.</b> All Proposers must have experience providing dental coverage for groups having 10,000 or more covered employees.	Yes/No.	
<b>S.</b> All Proposers must provide a minimum of three client references for which Proposer has successfully provided similar services within the last five years.	Yes/No.	
<b>T.</b> All Proposers must agree that there will be no minimum participation requirements for the dental plans.	Yes/No.	
<b>U.</b> All Proposers must accept eligible individuals without requiring evidence of insurability for the dental benefit.	Yes/No.	
<b>V.</b> All Proposers must agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date.	Yes/No.	
<b>W.</b> Proposers must have a financial strength of B+ or better. Companies must submit a current Financial Statement with their proposal and a re-insurance agreement containing a direct access clause with a company or companies that have a Best Rating of B+ or better. The City of Houston reserves the right to award to a company with a Best Rating of less than B+.	Yes/No	

<b>X.</b> Vendors will be required to make a good-faith effort to utilize city-certified Minority and Women-owned businesses to the fullest extent possible for administrative services related to the City of Houston contract. Dental Insurance proposers are required to document attempts and submit quarterly reports of the results to the City’s Office of Business Opportunity (OBO) Division.	Yes/No	

**D. Data and Reporting Requirements**

Proposers must contractually agree to provide (at no additional cost) the reports listed in this RFP within 30 days of the end of each plan quarter, as well as an annual summary within 60 days of the end of the plan year. Other reporting requests and reporting conditions will be discussed at a later date prior to finalizing the contract. Proposers must certify that this proposal can meet the conditions outlined below.

<b>Requirements</b>	<b>Response</b>	<b>Comments on “NO” responses</b>
<b>A.</b> The Proposer agrees to provide access to the City or its designee, to historical claims data for up to seven years following termination of the agreement, and allow the City the option to take over the records in electronic format.	Yes/No.	
<b>B.</b> The Proposer has the ability to monitor, track, and report member claims and member service data as requested by the City.	Yes/No.	
<b>C.</b> The Proposer must process, store, manage and transmit all personal health information (PHI) in compliance with HIPAA.	Yes/No.	
<b>D.</b> The Proposer must provide operational and system redundancy and disaster recovery procedures to ensure disruption-free service.	Yes/No.	
<b>E.</b> The Proposer must be able to maintain eligibility files and receive updates from the City as required.	Yes/No.	
<b>F.</b> All eligibility data and claim records in connection with this RFP are the sole property of the City, and must be made available upon request by the City and its representatives. Selling or providing of the City’s data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with the City. Even if Proposer has not "sold" the data, it is NOT free to use the data for analyses that they publish or provide to outside industries.	Yes/No.	

<p><b>G.</b> The Proposer must provide a quarterly and annual report within 30 days of the end of the quarter/ Plan Year of performance guarantee results, the methodology of those measurements and a proposed corrective action plan to improve any deficiencies.</p>	<p>Yes/No.</p>	
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**Part VI – SPECIAL CONDITIONS**

**A. No Contact Period**

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

**B. Equal Opportunity Employment**

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

**C. Minority and Woman Business Enterprises (MWBE)**

Contactors 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 MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

## D. Protests

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

1. A protest must be filed in accordance with the timing requirements set forth herein and must include:
  - a. the name, address, telephone number and 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:  
City Purchasing Deputy Director  
City of Houston  
901 Bagby, B300  
Houston, TX 77002

2. The City recognizes three types of protests:
  - i. Protests regarding solicitation (Pre-Bid Protest)

Any protest regarding a solicitation published by the City shall be filed no later than five (5) days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate. Any protest filed after the due date raising issues regarding the solicitation will not be considered.
  - ii. Protests regarding the evaluation of bids, qualifications, or proposals (Pre-Award Protest)

Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than ten (10) days after:

    - (a) opening of bids (if a bid); or
    - (b) due date (if RFQ/RFP); or
    - (c) notification that the interested party's bid or proposal has been rejected.

Any protest received after the deadline will not be considered.
  - iii. Protests regarding award of contract (Post-Award Protest)

Upon receipt of a timely and properly filed protest regarding the award of a contract, the City will not issue a notice to proceed or submit an order for goods until the protest has been resolved, provided such delay will not be detrimental to the interests of the City.

## **E. Indemnity and Release**

### **1. RELEASE**

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.

### **2. INDEMNIFICATION**

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:

- a. PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- b. THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- c. 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.
- d. 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.
- e. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS

WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3. INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4. INDEMNIFICATION PROCEDURES:

- a. Notice of Claims. If the City or Prime Contractor 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 30 days. The notice must include the following:
  - i. a description of the indemnification event in reasonable detail,
  - ii. the basis on which indemnification may be due, and
  - iii. the anticipated amount of the indemnified loss.
- b. 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 30-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.
- c. Defense of Claims.
  - i. Assumption of Defense. Prime Contractor 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 must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
  - ii. Continued Participation. If Prime Contractor 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 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 Prime 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.

**F. Insurance Requirements**

Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	<ul style="list-style-type: none"> <li>Statutory for Workers' Compensation</li> </ul>
Employer's Liability	<ul style="list-style-type: none"> <li>Bodily Injury by Accident \$100,000 (each accident)</li> <li>Bodily Injury by Disease \$100,000 (policy limit)</li> <li>Bodily Injury by Disease \$100,000 (each employee)</li> </ul>
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	<ul style="list-style-type: none"> <li>Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$1,000,000 aggregate</li> </ul>
Automobile Liability	<ul style="list-style-type: none"> <li>\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</li> </ul>
Professional Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence; \$1,000,000 aggregate</li> </ul>
Excess Liability applicable to CGL, and Auto	<ul style="list-style-type: none"> <li>\$1,000,000</li> </ul>
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

Insurance Coverage. At all times during the term of this Contract and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

Form of insurance. The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and 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 Best's Key Rating Guide.

Required Coverage. The City shall be an Additional Insured under this Contract, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Contract provisions. Contactor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.

Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. 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.

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, including any necessary endorsements, in duplicate form, before beginning performance under this Contract or Purchase Order. All policies except Professional Liability and Worker's Compensation shall explicitly name the City as an additional insured. The City shall enjoy the same coverage as the Named Insured without regard to other Contract provisions. The issuer of any policy shall (1) have a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and 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. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Worker's Compensation including Broad Form All States endorsement:
  - Statutory amount
- (3) Professional Liability
  - \$1,000,000 per occurrence; \$1,000,000 aggregate
- (4) Automobile Liability insurance
  - \$1,000,000 combined single limit
- (5) Excess Liability applicable to CGL, and Auto
  - \$1,000,000
- (6) Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. 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 Contract and begin procedures to terminate for default.

The City shall be an Additional Insured under this Contract. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. 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. The Director will consider all other forms on a case-by-case basis.

•NOTE: INSURANCE IS NOT REQUIRED IF ITEM IS DROP-SHIPED BY MANUFACTURER OR IS DELIVERED BY COMMON CARRIER.

## **PART VII – INSTRUCTIONS TO PROPOSERS**

### **A. Pre-Proposal Conference**

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

### **B. Additional Information and Specification Changes**

Requests for additional information and questions should be posted on ProposalTech at the website [www.proposaltech.com](http://www.proposaltech.com) no later than 2:00 P.M. CDT, September 18, 2015. The City of Houston shall provide written responses to all questions received in ProposalTech before the submittal deadline. The written responses shall be posted expeditiously on ProposalTech in the form of a Letter of Clarification. Proposer(s) shall be notified of any changes in the specifications contained in this RFP. It is the Proposer(s) responsibility to frequently check ProposalTech for updates and clarifications.

### **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 this RFP or provided on ProposalTech should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

#### **D. Examination of Documents and Requirements**

1. Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

#### **E. Exceptions to Terms and Conditions**

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

#### **F. Post-Proposal Discussions with Proposer(s)**

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

#### **G. Performance Standards**

The City's Performance Guarantees are to encourage the vendor to provide superior performance. Vendor's failure to meet the performance guarantee(s) would result in financial penalties. Please review and complete Exhibit B Performance Guarantees and confirm your agreement with the proposed service level targets and associated guarantees. Higher assessments than required are encouraged.

### **PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL**

1. Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
2. Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, Attachment "B", Notice of Intent, Attachment "C", Certified M/WBE Subcontract Terms, Attachment "D" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)
3. Fair Campaign Ordinance Form "A" (Exhibit III)

4. Affidavit of Ownership or Control (Exhibit IV)
5. Anti-Collusion Statement (Exhibit V)
6. Conflict of Interest Questionnaire (Exhibit VI)

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

Required forms shall be supplied to the vendor after award.

1. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
2. Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D” (Exhibit VIII)
3. City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1” (Exhibit IX)
4. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to [houstonbsc@houstontx.gov](mailto:houstonbsc@houstontx.gov) or fax to 832-393-0650 or submit copy with proposal. Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

**EXHIBIT I  
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS**

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**EXHIBIT I  
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Contractor – Full Company Name)

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

Federal Identification Number:  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)  
\_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**EXHIBIT I  
REFERENCES  
LIST OF PREVIOUS CUSTOMERS**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

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

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

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



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

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
<p style="text-align: right;">TOTAL.....</p> <p style="text-align: right;">M/WBE PARTICIPATION AMOUNT.....</p> <p style="text-align: right;">TOTAL BID AMOUNT.....</p>					<p style="text-align: center;">\$ _____</p> <p style="text-align: center;">\$ _____%</p> <p style="text-align: center;">\$ _____</p>

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**  
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.  
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

\_\_\_\_\_  
BIDDER COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
TITLE

**EXHIBIT II  
ATTACHMENT "B"  
OFFICE OF BUSINESS OPPORTUNITY AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT  
  
NOTICE OF INTENT**

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

To: City of Houston  
Administering Department

Date: \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Bid Amount: \_\_\_\_\_ M/W/SBE Goal: \_\_\_\_\_

\_\_\_\_\_, agrees to enter into a contractual agreement with  
Prime Contractor

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

with the above-referenced contract:

\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's Office of Business  
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

\_\_\_\_\_ Intend to  
Prime Contractor M/W/SBE Subcontractor

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

\_\_\_\_\_  
Signed (Prime Contractor)

\_\_\_\_\_  
Signed (M/W/SBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT II  
ATTACHMENT "C"  
CERTIFIED M/WBE SUBCONTRACT TERMS**

**CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/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, 7<sup>th</sup> Floor, Houston, Texas 77002.

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

**Report Period:** \_\_\_\_\_

**PROJECT NAME & NUMBER:** \_\_\_\_\_

**AWARD DATE:** \_\_\_\_\_

**PRIME CONTRACTOR:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_

**LIAISON/PHONE NO.:** \_\_\_\_\_

**M/WBE GOAL:** \_\_\_\_\_

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

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

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

**EXHIBIT III**  
**FAIR CAMPAIGN ORDINANCE**

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

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

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

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

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.**

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III  
FORM "A": FAIR CAMPAIGN**

**CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

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

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

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

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

**SOLE PROPRIETORSHIP**

Name \_\_\_\_\_ 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**

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

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

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

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

**EXHIBIT IV:  
AFFIDAVIT OF OWNERSHIP OR CONTROL**

ORIG. DEPT.: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ §

§

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ [FULL NAME] (hereafter "Affiant"),

\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

\_\_\_\_\_ [CONTRACTING ENTITY'S

CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

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

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

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

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

SOLE PROPRIETORSHIP

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

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

**Contracting Entity**

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

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

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**6. Optional Information**

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

Name of Debtor: \_\_\_\_\_

Tax	Account	Nos.
_____	Case or	File
Nos.	_____	_____
Attorney/Agent Name	_____	
Attorney/Agent Phone	No.	( _____ ) _____
Tax Years	_____	

Status of Appeal [DESCRIBE] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Seal)

Notary Public \_\_\_\_\_

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

**EXHIBIT V  
ANTI-COLLUSION STATEMENT**

**Anti-Collusion Statement**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

## EXHIBIT VI CONFLICT OF INTEREST QUESTIONNAIRE

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

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

### **Who must file a CIQ?**

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

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

### **When must the Vendor/Contractor or Agent file a CIQ?**

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7<sup>th</sup> business day after the date the Vendor/Contractor or Agent:

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

### **What is a business relationship?**

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

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

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

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

**EXHIBIT VI  
CONFLICT OF INTEREST  
QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> 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.)		
<b>3</b> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
<b>4</b> _____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007