

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S19-T25559

Date Issued: March 18, 2016

Pre-Proposal Conference: April 1, 2016 @ 10:00 A.M
Strategic Procurement Division
901 Bagby, Conference Room 2
Houston, TX 77002

**Pre-Proposal Questions
Deadline:** April 7, 2016 @ 4:00 P.M.

Solicitation Due Date: April 21, 2016 @ 10:30 A.M., CST

Solicitation Contact Person: Roy Korthals
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832-393-8734

Project Summary: This is for a five (5) year contract with two one-year options to renewal annually, for a maximum seven-year contract term for Burglar Alarm Administration Services.

Project Description: This RFP is for administering the City's burglar alarm administration services program.

NIGP Code: 990-39

MWBE Goal: 5.83%


John J. Gillespie, Chief Procurement Officer

March 11, 2016

Date

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PART I – GENERAL INFORMATION

A. GENERAL INFORMATION

The City of Houston (“City”) Administration & Regulatory Affairs Department (ARA), invites prospective qualified contractors to submit a written proposal for Burglar Alarm Administration (BAA) Services. Proposals are solicited for this service for the City of Houston in accordance with the specifications, terms and conditions as set forth in this Request for Proposal (RFP). The City is seeking to enter into a revenue sharing contract with a contractor who will be responsible for administering the City’s burglar alarm administration services program, which includes database development and management, alarm system permitting, false alarm tracking, billing, collection, accounting services, administration of false alarm fees and non-permitted penalties, correspondence with alarm system owners and users regarding false alarm prevention, reduction and other special services as directed by the City in accordance with City alarm ordinances.

During the contract period, the Contractor shall establish a close working relationship with the City and shall provide a proven, tested burglar alarm and billing system that will meet the City’s alarm ordinance requirements.

Contractor shall be a single provider and have 100% control of the quality of service provided to the City. The City will proceed to determine that the respondents are qualified to perform the services in this RFP and will verify the information provided by Contractors. Only qualified Contractors will have their proposals evaluated.

Contractor shall have a minimum of three (3) years experience in administering burglar alarm administration services similar in size and scope in this RFP.

The Contractor shall demonstrate capability to provide computer technical support for all initial programming required to transfer all necessary information.

The Contractor shall return the City’s data in an agreed-upon format at the end of the contract term, in the event that the contract is not renewed or upon early termination.

B. CITY OF HOUSTON BACKGROUND

The City of Houston is the fourth largest City in the United States comprising 23 departments with multiple locations throughout the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued in the City in the last five years has ranged from 19,000 to 23,000.

C. SOLICITATION SCHEDULE

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	March 18, 2016
Pre-Proposal Conference	April 1, 2016
Questions from Proposers Due to City	April 7, 2016
Proposals Due from Proposers	April 21, 2016
Notification of Intent to Award (<i>Estimated</i>)	June 22, 2016
Council Agenda Date (<i>Estimated</i>)	August 31, 2016
Contract Start Date (<i>Estimated</i>)	October 31, 2016

PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.0 PURPOSE:

- 1.1 The purpose of this Request for Proposal (RFP) is to enter into a revenue sharing contract with a qualified firm who will be responsible for the administration of the City of Houston's (The City), burglar alarm administration services for the Administration and Regulatory Affairs Department (ARA), including but not limited to alarm permitting and billing, false alarm tracking and billing, and false alarm prevention and reduction. The City's goal is to reduce the total number of unnecessary police responses to false alarms and ensure that City's public safety resources serve the community quickly and efficiently as possible.

2.0 BACKGROUND:

- 2.1 The City of Houston Burglar Alarm Administration manages the false alarm tracking and billing system. This system is used to track all alarm permits, renewals and to attach the false alarm calls incidents to a specific permit account. The ARA Department began the system to reduce the number of false calls. The successful Proposer shall work closely with and take direction from the BAA.

3.0 PROCESS:

- 3.1 The successful proposer shall have the ability to provide all services as listed in this scope of work, as well as any other requirements contained in this document. The Proposer shall maintain the BAA database utilizing strict security measures. The names, addresses, permit numbers, dates of installation or activation of alarm system users as well as alarm system company names and license numbers shall never be made public or transmitted to any outside organizations, agencies, or persons.

4.0 DEFINITION OF TERMS:

- 4.1 The following terms are used in the Scope of Work section. Vendors should seek clarification of any term (whether defined in this section or not) this is used inconsistently or unclearly.
- 4.1.1 As used in this RFP, the following terms shall have the following meanings. Vendors should seek clarification of any term (whether defined in this section or not) that is used inconsistently or unclearly.
- 4.1.2 Addressing Representative: A Planning and Development member who may be reached by email at: paddressing@houstontx.gov or 832-393-6655.

- 4.1.3 ADDRID: Refers to information in the addressing datasets captured at the point a customer's address is validated. This allows all customers to be tied back to active addresses in the GIS Database in Planning and Development and Code Enforcement.
- 4.1.4 Agreement: the contract, when awarded, between the Parties, including all exhibits and any written amendments authorized by City Council and approved by Contractor.
- 4.1.5 Alarm Site: means the single fixed premises or location where an alarm system is operated, used, installed or rendered capable or being activated.
- 4.1.6 ARA: Administration and Regulatory Affairs Department.
- 4.1.7 BAA: Burglar Alarm Administration.
- 4.1.8 Basic Services: Services to be provided by Contractor under this Agreement as described in the Scope of Work.
- 4.1.9 Business Day: Refers to Monday through Friday, 8:00 a.m. to 5:00 p.m. CST, excluding official City holidays and those days or partial days when all City non-essential personnel are not required to report to work due to inclement weather.
- 4.1.10 CAD: Refers to the Houston Emergency Center's (HEC) computer-aided dispatch system.
- 4.1.11 City: Defined in the preamble of this Agreement and includes its successors and assigns.
- 4.1.12 Confidential Information: Customer names, alarm histories, current financial and/or response status of account, type(s) of alarm system(s) and any other information contained in alarm system records that is protected by federal, state, and/or local statute, including information that should not be disclosed under Tex. Rev. Civ. Stat. Ann. Art 4413 (29bb) as amended.
- 4.1.13 Contractor: Defined in the preamble of this Agreement and includes its successors and assigns.
- 4.1.14 "Director" means the Directors/Chiefs of the Administration and Regulatory Affairs Department or the City Purchasing Agent for the City, or the person he/she designates.
- 4.1.15 Documentation: User manuals and training materials, including screen displays, whether presented in print, video or electronic format, that are provided by Contractor here under.
- 4.1.16 "GIS" means Geographic Information Systems. ESRI (Environmental Systems Research Institute) is the City of Houston's provider of GIS technology.
- 4.1.17 "Hardware" means the alarm tracking and billing computer equipment described and incorporated herein.
- 4.1.18 HCAD: Harris County Appraisal District.
- 4.1.19 "Lockbox" means a remote cash collection site serviced by a financial institution, where the financial institution receives, processes, and deposits the collections.
- 4.1.20 "Net Amount Collected" means the amount collected from past-due accounts by the Contractor reduced by the amount of any dishonored check or refunds granted to account holder for improper application of payment.

- 4.1.21 "Notice to Proceed" means a written communication from the Director that authorizes Contractor to begin performance of work.
- 4.1.22 "Parties" mean all the entities set out in the Preamble who are bound by this Agreement.
- 4.1.23 "Past-Due Accounts" means any account(s), that is eligible to receive the 30% collection fee pursuant to City Ordinance 11-68 and the Texas Code of Criminal Procedure 103.0031(b).
- 4.1.24 "Permit Holder" means a person to whom an alarm permit has been issued. The permit holder shall at all times be deemed a person-in-control of the alarm site.
- 4.1.25 "Sites" means any ARA location where hardware and/or telecommunications lines are installed for purpose of the Contract.
- 4.1.26 "Software" means the application software described in the scope of work.
- 4.1.27 "Special Services" means those services set forth in the scope of work to be performed by Contractor when requested by the Director, and if sufficient funds are allocated for such services.
- 4.1.28 "System" means the hardware, software, and documentation.

5.0 SCOPE OF WORK:

- 5.1 Contractor's employees shall be clean, courteous, efficient, and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with customers, the Director may notify the Contractor of such determination and the Contractor shall immediately take remedial steps necessary for conformance with the standards required in this Scope of Work.
- 5.2 Duties of Contractor: The Contractor's performance is divided into three categories of Services:
 - 5.2.1 Basic Services as set forth in Article 5.3, 7 and 8.
 - 5.2.2 Collection Services as set forth in Article 5.5.
 - 5.2.3 Special Services as set forth in Article 5.6.
- 5.3 Basic Services: For, and in consideration of the payments specified in the Contract, Contractor shall provide all labor, all materials (including, but not limited, to envelopes, forms, notices, postage, and stationery), and necessary supervision to perform the basic services as set out in the Scope of Work.
- 5.4 Contractor's noticing process shall cover all required noticing activity including, but not limited, to the following:
 - 5.4.1 Providing all forms and letterheads, all envelopes, and all billing, renewal and reminder notices.
 - 5.4.2 Storing all forms, letterheads, envelopes and different notices.
 - 5.4.3 Printing City specified invoiced information on billing, renewal and reminder notices.

- 5.4.4 Stuffing and mailing all types of notices first class.
- 5.4.5 Handling all postage concerns.
- 5.4.6 Handling all returned mail.
- 5.5 Collection Services: For, and in consideration of the payments specified in the Contract, Contractor shall provide all labor, all supervision, and all equipment to perform services reasonable and necessary for the collection of past-due accounts as set out in detail in the Scope of Work. General collection tasks and work products of the Contractor shall include:
 - 5.5.1 Upon the issuance of the Notice to Proceed and no less than once a month, the Contractor shall collect from the City past-due accounts referred by the Project Administrator for collection. The City reserves the right to assign only certain past-due accounts to the Contractor, withdraw past-due accounts previously assigned, or re-assign certain past-due accounts returned by the Contractor as uncollectible for collection. The accounts that the City may not assign include amounts under litigation, accounts with partial payment agreements prior to 120 days delinquent, accounts undergoing ongoing enforcement, and other specific accounts as designated by the project manager.
 - 5.5.2 The Contractor shall implement thorough procedures, as detailed in the Scope of Work, for collection of all past-due accounts placed with the Contractor by the City, in order to achieve maximum recovery from each past-due account. The dignity and rights of the debtor are to be respected by the Contractor at all times. Modifications of these procedures shall require the approval of the Project Administrator.
 - 5.5.3 The Contractor shall receive and process payments for collections in accordance with this Contract, and shall immediately deposit them daily in the City's depository account and shall process checks deposited and returned for insufficient funds and refund checks, as needed.
 - 5.5.4 The Contractor shall maintain financial accountability of the collection services in accordance with Generally Accepted Accounting Principles (GAAP) and its own procedures.
 - 5.5.5 Contractor shall comply with all applicable federal, state, and local law pertaining to debt collection.
- 5.6 Special Services: The Contractor shall perform any or all of the following Special Services when they are requested by the Director in writing, and if City Council allocates sufficient funds to pay for these special services and if Contractor receives a "Notice of Supplemental Allocation of Funds" as set forth as follows:
 - 5.6.1 Contractor shall provide additional training for selected City personnel in the use of the system. Training shall be provided by the Contractor, in conjunction with third parties (vendor and/or City staff), and/or independently by a third party as a subcontractor to the Contractor. The type and scope of training shall be approved by the Director upon receipt of a final recommended training schedule from the party (parties) required to perform such training.
 - 5.6.2 Contractor shall provide additional professional services, equipment, and

licenses related to the contract as specifically identified by the project administrator. Additional professional services may include, but are not limited to, programming, investigations, analysis, training, policy/procedure development, modification to licenses, equipment, etc.

- 5.7 Downtime Credit: "Downtime" is a period of time when the application or system is not available due to an unscheduled event or outage that falls within the ownership of the Contractor. It does not include an unscheduled network event or network outage that falls within the ownership of the City of Houston. It does not include City approved scheduled outages for maintenance or event by either the City or Contractor. For any Contractor owned downtime, the downtime begins when the City notifies Contractor IT Support of a problem and is recorded by a ticket or incident number which includes date and time. The system shall be available at all times except in the event of a scheduled outage.
- 5.8 Coordinate Performance: Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Contract including, but not limited to, lack of complete file upload, no file upload, or slow server speed, significant events include, but not limited to, lack of file upload, partial file upload, insufficient and/or lack of appropriate server speed to ensure efficient and effective customer service.
- 5.9 Reports: Contractor shall submit all reports and progress updates required by the Director in accordance with the scope of work.

6.0 TERM OF AGREEMENT:

- 6.1 Contract Term: Five-year contract with two one- year options allowing the City to terminate "without cause" by written notification, at least 30 days before the expiration of the initial term.

7.0 PHYSICAL REQUIREMENTS:

7.1 Contractor Requirements:

- 7.1.1 Contractor shall manage the false alarm tracking (or similar process) and billing for the City. The City has 120,375 (as of 1/31/2015) permitted alarm sites and at least 77,000 (as of Dec.31, 2014) annual false alarms.
- 7.1.2 Contractor shall possess and maintain e-mail capability twenty-four hours per day, seven days per week for the purpose of communicating with the City of Houston, BAA and their customers. Contractor shall respond with a general auto response immediately to all emails and with a specific answer to all questions by the next business day. The website and general auto response shall receive approval by the Director prior to its use. The Contractor shall develop and implement a standard communication plan for all correspondence including, but not limited to, website, email responses, and telephone interactions between the contractor, BAA and BAA customer.
- 7.1.3 Contractor shall provide and maintain a local telephone number twenty-four hours per day, seven days per week for customers seeking information after normal business hours. A customer-friendly voice-mail greeting shall provide information regarding hours of operation, website address and answers to frequently asked questions. The voicemail shall also be generated in the event a telephone call cannot be immediately answered

during normal business hours. Contractor shall respond to questions within the customer's voicemail by the next business day. The voicemail message shall receive approval by the Director prior to its use.

- 7.1.4. Contractor shall develop and maintain a detailed database reflecting each customer complaint, status of complaint, resolution of the complaint, and the time elapsed between complaint and resolution. Timely resolution of complaints and underlying issues should be one of the Contractor's goals. "Timely" means a period of no more than ten (10) business days from the date a complaint is received. The Contractor shall develop a written protocol for handling and resolving complaints, including an escalation process, and deliver a copy of the same to the Director for approval prior to its use. Information concerning complaints and resolutions occurring during the period being invoiced must be provided to the Director as part of the invoice process.
- 7.1.5 The Contractor shall have a local physical office staffed within the city limits of Houston, Texas.
- 7.1.6 The Contractor shall be required to own or have owned a similar business established in a similar size metropolitan area. Contractor shall provide the name of company, contact name, address, telephone and email address as well as included the types of services provided. If the Contractor had previously owned a similar business (within last 5 years), Contractor shall submit at least 3 to 5 verifiable references.
- 7.1.7 Contractor shall provide a single point of contact for the BAA as designated by the Director.
- 7.1.8 Contractor shall provide training related to system operations to BAA and other designated City of Houston employees.
- 7.1.9 Contractor shall on a daily basis by 6:00 p.m. electronically transmit incident data from HEC's Computer Aided Dispatch system (CAD) to the ATB system and electronically transmit account status from ATB to the CAD system.
- 7.1.10 Contractor shall offer a variety of standard and optional payment options to the City's BAA customers. Payment options including, but not limited to, payment by postal mail, payment via online using a debit or credit card, payment in-person at the Houston Permitting Center, or payment by phone. Credit card payments via the telephone shall be received and processed by the Contractor's Interactive Voice Response (IVR) system. Contractor shall be PCI compliant and shall demonstrate PCI Compliance to the City. Security Certificate must be provided to Director.
- 7.1.11 Contractor shall provide and pay for a lockbox or remote site cash collection process and processing in accordance with the process stated in the Scope of Work.
- 7.1.12 Contractor shall bill alarm incidents no later than the next business day.
- 7.1.13 Contractor shall print and mail renewal invoices and shall include information as directed by BAA.
- 7.1.14 Contractor shall submit an overview of a cash-collection process with strong internal controls to the City for approval before implementation of s process.
- 7.1.15 Contractor shall process daily cash receipts, adjustments, and returned checks in a timely manner as described by the City.

- 7.1.16 Contractor shall perform an electronic or manual form of skip tracing on returned billings.
- 7.1.17 Contractor shall accept and convert permit application data to similar database without losing data for current application data.
- 7.1.18 Contractor shall update permit detail changes within the same business day.
- 7.1.19 Contractor shall manage the billing and collection compliance fee processes.
- 7.1.20 Contractor shall generate permit alarm billing notices, cash receipts and remote site cash collections.
- 7.1.21 Contractor shall generate annual permit renewal notices and billing processes for alarm changes.
- 7.1.22 Contractor shall manage real-time online burglar alarm administration (ad hoc reporting of queries to include permit types, current charges, collections, cash transactions, revoked permits, summary of incidents, permit accounts etc.).
- 7.1.23 Contractor shall enforce the Chapter 11, Article III of the City of Houston Code of Ordinances.
- 7.1.24 Contractor shall develop and submit for City of Houston approval, a plan to reduce the number of false alarms. Upon approval, Contractor shall implement and enforce the plan at all times.
- 7.1.25 Contractor shall provide detailed and concise processes to generate letters (informational, hearing, and other), notices, and invoices to the City for approval prior to the issuance for residential and non-residential customers.
- 7.1.26 Contractor shall provide real-time data and reports to the City on a monthly, quarterly, annually and ad hoc basis.
- 7.1.27 Contractor shall develop and maintain a City of Houston approved customer-friendly 24-hours per day, 7 days per week website. Website shall include, but not limited to, Chapter 11, Article III ordinance, alarm information, fee and penalty schedule, alarm user forms, instructions, and responsibilities, contact information, educational materials, and ability to log-online to apply and renew an alarm permit, make payments and manage account activity. This web-interface will validate all addresses against the City of Houston's Enterprise Geographic Information System.
- 7.1.28 Contractor's website shall provide the following:
 - 7.1.28.1 Contractor shall provide drop down context menus allowing customers to select the street information rather than manual entry. The information inside the drop down context menus is to be populated from valid CAD GIS data. The street number field will remain a manual entry field accepting numbers only not special characters or letters. Customers will utilize the drop down context menus to select pre-street direction and post street- direction, street name, and street type. Customer will not be allowed to manually type or insert a portion of a street name.
 - 7.1.28.2 Contractor shall validate all input address information using CAD GIS. Any

address not validated at 100% will not be issued an alarm permit and will be forwarded to HEC for verification approval or to an Addressing Representative. A valid address is one that matches both a complete address as well as its matching HCAD tax Account.

7.1.28.3 Contractor shall potentially utilize three ways to enter an address:

7.1.28.3.1 A complete address with a HCAD Tax Account.

7.1.28.3.2 Interactive Map Selection allowing a customer to navigate a map interface to their location. Customer's location would be matched to an address and HCAD Tax Account and verified that it is not under development.

7.1.28.3.3 Mobile App that would use applicant's XY location on customer's device.

7.1.28.4 Include data field for suite number and building number.

7.1.28.5 Shall not allow the use of multiple suite numbers for one permit account.

7.1.28.6 Shall not allow the use of special characters for street numbers and street names.

7.1.28.7 Validate street number and name and do not accept a non-number or non-name address.

7.1.28.8 Notify the City of Houston of system failure through alert messages and/or validation emails for any and all file uploads and partial file uploads.

7.1.28.9 Validate the City of Houston jurisdiction.

7.1.28.10 Capture all information listed in Section 7.3.

7.2 Data Requirements:

7.2.1 All types of applications software to be used shall be capable of importing and exporting any and all existing data on demand and shall be operable and available for inspection as needed.

7.2.2 Contractor's software system shall have the ability to:

7.2.2.1 Extract or interface with the City's GIS (ESRI) using rest end points in order to verify HCAD Tax Accounts.

7.2.2.2 Identify and maintain the following account types:

7.2.2.2.1 Permit holder: Residential, Non-residential and Exempt.

7.2.2.2.2 Hold up/Panic (code 1310).

7.2.2.2.3 Burglary (codes 5221, 5222, 5223, and 5224).

- 7.2.2.2.4 Combination of burglar and panic.
- 7.2.2.3 Contractor shall provide an interactive address selection interface that will allow the customer to locate an address on a map if the address they entered does not match the system 100%. This selection would not be considered final but would be flagged to be reviewed by an addressing representative.
- 7.2.2.4 Contractor shall Identify and maintain the following account types:
 - 7.2.2.4.1 Non-permit holder (also called a temporary).
 - 7.2.2.4.2 Hold up/Panic (code 1310).
 - 7.2.2.4.3 Burglary (codes 5221, 5222, 5223, 5224).
 - 7.2.2.4.4 Combination of burglar and panic.
- 7.2.3 Shall automatically generate permit numbers including temporary permit numbers and include a special letter to distinguish from numbered permit holder accounts.
- 7.2.4 Shall maintain a comprehensive, accurate, up-to-date database of alarm accounts including permit information.
- 7.2.5 Shall capture the following required permit information:
 - 7.2.5.1 Applicant/holder
 - 7.2.5.2 Permit number
 - 7.2.5.3 Name
 - 7.2.5.4 Complete Address (block, street, apartment or suite # city, state, zip)
 - 7.2.5.5 Telephone numbers (minimum of 2)
 - 7.2.5.6 Driver's license number and state
 - 7.2.5.7 Permit type
 - 7.2.5.8 Billing name and address
 - 7.2.5.9 Alarm Site:
 - 7.2.5.9.1 Street address of property including street number, pre- street direction, street name, post-street direction and street type.
 - 7.2.5.9.2 Type of property (residential/nonresidential/exempt).
 - 7.2.5.9.3 Business name.
 - 7.2.5.9.4 Telephone number.
 - 7.2.5.9.5 Type of alarm system installed:
 - 7.2.5.9.5.1 Burglary
 - 7.2.5.9.5.2 Holdup/panic
 - 7.2.5.9.5.3 Burglary/panic combination
 - 7.2.5.10 Name, complete address, telephone number and the Texas Department of Public Safety Private Security Bureau license number of alarm system business installing and monitoring the alarm system.

- 7.2.5.11 Name and phone number of no less than two persons to be contacted.
- 7.2.5.12 Key map reference.
- 7.2.5.13 Police district.
- 7.2.5.14 Comments.
- 7.2.5.15 Latitude and Longitude Coordinates.
- 7.2.6 Shall maintain the following critical dates:
 - 7.2.6.1 Permit issue date “original.” (This date is usually used for renewal date.)
 - 7.2.6.2 Permit revocation date first offense and second offense include dates of all offenses.
 - 7.2.6.3 Permit reinstatement date.
 - 7.2.6.4 Shall maintain permit history on all permit accounts.
 - 7.2.5.5 Shall assign one permit unique number per permit.
 - 7.2.5.6 Upon alarm permit cancellation, shall deactivate the permit number and shall not the re-use of permit number for future permits.
- 7.2.7 Shall perform validation of address against the City of Houston and Houston Emergency Center GIS database.
 - 7.2.7.1 Validation shall include the capturing of the unique identifying field, ADDRID, from the GIS database.
- 7.2.8 Shall provide comments during permit entry including a historical record of all changes.
- 7.2.9 Shall maintain reasons for denial of issuance of permit.
 - 7.2.9.1 Applications: incomplete, inaccurate misleading or false.
 - 7.2.9.2 Alarm system installed is unreliable.
 - 7.2.9.3 Applicant has outstanding alarm fees.
 - 7.2.9.4 Credit card not approved.
 - 7.2.9.5 Customer sent wrong or insufficient payment amount.
- 7.2.10 Shall generate renewal notices automatically within specified periods as defined in the City of Houston Code of Ordinances, Chapter 11, Article III.
- 7.2.11 Shall Generate revocation notices based upon reasons entered and generate Burglar Alarm FAQs and Appeal Hearing FAQs.
- 7.2.12 Shall maintain accurate and current alarm permit status information.
- 7.2.13 Shall maintain an accurate incident count (true/false alarms for burglar and panic) information on each permit account.
- 7.2.14 Shall perform search by alarm company name, alarm permit types, business name, permit holder driver’s license, permit holder names, permit numbers, and false alarm counts and types.
- 7.2.15 Shall print permits batch or on-line.

- 7.2.16 Shall archive and purge inactive permits which have had no activity for a City of Houston predetermined time period.
- 7.2.17 Shall maintain a table of incident criteria:
- 7.2.17.1 Permit holder – number of free alarm calls (Non-permit holders do not receive free calls).
 - 7.2.17.2 Number of false alarms before first revocation (Permit holder only).
 - 7.2.17.3 Number of false alarms before second revocation (Permit holder only).
- 7.2.18 Shall combine single permits (such as burglar and panic) at the same location into one permit.
- 7.2.19 Shall make adjustments/corrections on incident information in a timely manner. “Timely” meaning within 3 business days.
- 7.2.20 Contractor shall generate incidents manually for an account.
- 7.2.21 Contractor shall issue notices and other educational and/or informational notices to permit holders and non-permit holders with excessive false alarms as required by the City.
- 7.2.22 Contractor shall reference permit holder account numbers to a master account number (if available) for billing purposes (i.e., businesses with multiple locations with a central billing office).
- 7.2.23 Contractor shall perform an inquiry by name, account number or permit number on master file information or detail transactions.
- 7.2.24 Contractor shall maintain a current table of fees for renewals based on type of permit (residential, non-residential or exempt) and type of alarm (burglar, panic or combination).
- 7.2.25 Contractor shall maintain a current table of charges for alarm incidents based on incident type (false or true), type of alarm (burglar, panic or combination), and permit held (residential, non-residential or exempt).
- 7.2.26 Contractor shall determine false alarm charge based on the following:
- 7.2.26.1 Within free alarm call limits.
 - 7.2.26.2 Type of incident.
 - 7.2.26.3 Outside allowable 30-minute response time.
- 7.2.27 Contractor shall generate billing invoices for alarm charges which includes the following information:
- 7.2.27.1 Summary information:
 - 7.2.27.1.1 Previous/past due amounts.
 - 7.2.27.1.2 New charges.
 - 7.2.27.1.3 Payments.
 - 7.2.27.1.4 Adjustments.
 - 7.2.27.1.5 New balance due.

7.2.27.2 Contractor shall also maintain the following detailed information:

7.2.27.2.1 Type of incident

7.2.27.2.2 Date

7.2.27.2.3 Time received

7.2.27.2.4 Reason/description

7.2.27.2.5 Charge if applicable

7.2.28 Contractor shall generate billing invoices demonstrating the type(s) of incident(s) with corresponding alarm site address, and their associated penalties and/or fees during the current billing period, including free alarm calls.

7.2.29 Contractor shall maintain an accurate accounts receivable database of permit holders and non-permit holders with outstanding alarm penalties and collection fees.

7.2.30 Contractor shall provide balance forward capabilities on billings.

7.2.31 Contractor shall waive collection fees and make appropriate adjustments as allowed by Chapter 11, Article III to permit holder accounts.

7.2.32 Contractor shall input miscellaneous charges on permit holder and non-permit holder accounts directly to the accounts receivable (i.e., returned check charge).

7.2.33 Contractor shall input cash receipts daily and indicate to which charges the payment should be applied.

7.2.34 Contractor shall process returned checks by contacting customer for payment within two (2) business days after receipt of returned check and if customer payment is not made within seven (7) business days, any issued permit will be revoked.

7.2.35 Contractor shall process cash receipts on day received and post within the next business day.

7.2.36 Contractor shall have the ability to handle a lockbox or a remote site cash collections.

7.2.37 Contractor shall maintain and deliver monthly to the City of Houston an accurate, current and valid alarm company master file which includes:

7.2.37.1 Unique assigned code number

7.2.37.2 Complete name, address, email address and telephone number of all permit holders.

7.2.37.3 Manager's name, address, email address, and telephone number.

7.3 Interface Between Alarm Tracking and Other Systems:

7.3.1 Contractor shall have the ability to interface with the City of Houston CAD system as follows:

7.3.1.1 Perform a daily electronic transfer by the close of business day 6:00 p.m. from Contractor's system to CAD. This transfer shall provide current updates to the permit database including the following information:

Position in Record	Description
1-10	Alarm ID
11-12	Skipped
13-55	Business Name (Only 32 Relevant)
56-62	House Number
63	Street Direction (e.g., S/N/E/W, Blank/Null)
64-128	Street Name
129-132	Street Type
133	Skipped
134	Alarm Type
135-159	Alarm Company
160-169	Expiration Date MM/DD/YYYY
170	Alarm Status
171-180	Alarm Company Phone no punctuation
181-184	False Alarm Count
185-194	Date of Last Incident MM/DD/YYYY
195-202	Time of Last Incident HH24:MM:SS
203-204	City Code 5-digit code
205-20	Skipped
208	Street Suffix (e.g., S/N/E/W//O (I=Inbound, O= Outbound, Blank/Null)
209-211	Skipped
212	Category: (B=Business, G=Government, R=Residence.)
213-217	Apt/Suite/Number
218-221	True Alarm Count *vendor
222-246	First Contact Name
247-256	First Contact Phone
257-281	Second Contact name
282-291	Second Contact Phone

7.3.2 Contractor shall perform a daily electronic transfer of incident records from CAD to Contractor's system no later than the next business day and shall include:

- 7.3.2.1 Incident number.
- 7.3.2.2 Priority.
- 7.3.2.3 Call code.
- 7.3.2.4 Date.
- 7.3.2.5 Time and Identifying HPD unit number (received, dispatched, arrived, cleared or closed out event).
- 7.3.2.6 Remarks (traffic, reported).
- 7.3.2.7 Reportee name, address, phone number (Alarm company contact).
- 7.3.2.8 Dispatcher employee number and terminal.
- 7.3.2.9 Phone clerk employee number and terminal.
- 7.3.2.10 Cleared code and disposition (true/false)
- 7.3.2.11 Officer(s) number (Allow for multiple officers responding).
- 7.3.2.12 Unit(s) assigned.
- 7.3.2.13 Perform a daily electronic transfer of the GEI database from CAD to the Contractor's system.

7.4 Reports Required:

7.4.1 Contractor shall allow the City of Houston the ability to extract any and all data for internal use and analysis on demand. Contractor shall have the ability to generate and provide the City on a monthly basis with an extract of the entire database. Contractor shall generate and provide at a minimum, the following reports:

7.4.2 Listing of permits by:

- 7.4.2.1 Alarm company
- 7.4.2.2 Permit number
- 7.4.2.3 Site address
- 7.4.2.4 Business/owner name
- 7.4.2.5 Police district

7.4.3 Listing of permit counts in all account types:

- 7.4.3.1 Burglar with Panic (Residential)
- 7.4.3.2 Burglar only (Residential)
- 7.4.3.3 Panic (Residential)
- 7.4.3.4 Burglar with Panic (Non-Residential)
- 7.4.3.5 Burglar only (Non-Residential)
- 7.4.3.6 Panic (Non-Residential)
- 7.4.3.7 Exempt

7.4.4 Listing of permit counts by issue date and account types.

7.4.5 Listing of outstanding charges with the following information:

- 7.4.5.1 Renewals
- 7.4.5.2 Fees
- 7.4.5.3 Penalties
- 7.4.5.4 Miscellaneous fees

7.4.6 A detailed aging report of the following outstanding charges.

- 7.4.6.1 30 days
- 7.4.6.2 60 days
- 7.4.6.3 90 days
- 7.4.6.4 120 days or more

7.4.7 Listing of cash transactions per day including:

7.4.7.1 Cash received by billing type:

- 7.4.7.1.1 New permits
- 7.4.7.1.2 Renewal
- 7.4.7.1.3 False alarm
- 7.4.7.1.4 Account adjustment
- 7.4.7.1.5 Returned check fee
- 7.4.7.1.6 Outstanding charges linked to specific aged account

- 7.4.8 Deposit Report for daily collections by collection site:
 - 7.4.8.1 Contractor
 - 7.4.8.2 ARA Burglar Alarm Administration
- 7.4.9 Incident exception report generated during daily incident update process from the CAD including the following:
 - 7.4.9.1 Non-permit holder incidents
 - 7.4.9.2 Type codes other than true or false.
 - 7.4.9.3 Name given to incident
 - 7.4.9.4 Address including, street pre-direction, street post-direction, street name, street, block number, and suite/apartment number, and XY location.
- 7.4.10 Daily activity reports including:
 - 7.4.10.1 New permits issued by type.
 - 7.4.10.2 Burglar (Residential/Non-Residential).
 - 7.4.10.3 Panic (Residential/Non-Residential).
 - 7.4.10.4 Burglar with Panic (Residential and Non-Residential)
 - 7.4.10.5 Renewal notices --- billed date and received payment date.
 - 7.4.10.6 Account billings.
 - 7.4.10.7 Cash collections.
 - 7.4.10.8 Incidents processed.
 - 7.4.10.9 Monthly generated/processed transactions (charges, credits, incidents, etc.).
 - 7.4.10.10 Monthly summary activity reports of the same processes stated in item 7.4.10.8 (above). Generating daily listing of new revoked permits with revocation letters. Listing of renewal fees not received within 30 (user-defined) days of permit renewal date as defined in the City of Houston Code of Ordinances, Chapter 11, Article III. Exception listing report of permits/non-permits which have exceeded established limitations.
 - 7.4.10.10 Monthly alarm company roster which includes details of incidents generated by alarm company.
 - 7.4.10.11 Contractor shall have the ability to provide all reports in both alpha and permit/account number order.
 - 7.4.10.12 Monthly meetings between ARA and Contractor for accounting reconciliation.

8.0 HARDWARE AND SOFTWARE:

- 8.1 Contractor shall obtain and own, free from the interest of any third party, all hardware, application, software and associated documentation that Contractor requires in order to perform the services set out in this Contract. Upon the termination or cancellation of this Contract, Contractor shall transfer full ownership of such hardware, application, software and associated documentation to the City. After the City assumes full ownership of the hardware, application, software and associated documentation so provided by Contractor, the City (or a third party designated by the City) will have the full and complete right to use, operate, maintain, modify, or upgrade such hardware, application, and software in order to perform the services set out in this Contract.
- 8.2 If Contractor cannot obtain ownership of a hardware, application or software item that Contractor requires in order to perform the services set out in this proposal from the owner of

that hardware, application or software (a “non-owned hardware, application or software item”), then Contractor shall obtain a perpetual, transferable license to use the non-owned hardware, application or software item and associated documentation from the owner of that item. Upon the termination or cancellation of this Contract, Contractor shall transfer its licenses to use all non-owned hardware, application, and software items and associated documentation to the City. All licenses for non-owned hardware, application or software items that Contractor provides to the City under this Contract will grant the City (or a third party designated by the City) with the full and complete rights to use, operate, maintain, modify, or upgrade such non-owned hardware, application, and software items in order to perform the services set out in this Contract.

- 8.3 Contractor and the Director may agree to modify, replace, change, or upgrade any or all of the hardware and software that the Contractor uses in order to perform the services set out in this Contract when the Director and Contractor determine that a modification, replacement, or change will benefit the City and Contractor under this Contract. However, upon the termination or cancellation of this Contract, Contractor shall be required, in accordance with the provisions of this section, to provide the City with either (i) ownership of or (ii) a perpetual license to use the hardware, application and software items and associated documentation that Contractor is utilizing at the time such termination or cancellation to perform the services set out in this Contract. If the Contract is terminated by the Director earlier than the end of five years from the Countersignature Date for reasons other than cause, then, subject to the allocation of funds, the City shall pay to Contractor the then-current value of the Hardware as has been amended minus any depreciation to be calculated on a five-year straight line basis.
- 8.4 All applications and software that the Contractor provides to the City in accordance with this section shall contain the current source code and all documentation necessary to modify that source code.
- 8.5 If, after the termination or cancellation of this Contract, the City designates a third party to perform the services set out in this Contract, then:
 - 8.5.1 The City shall only provide that third party with run-time versions of the software that the City acquires ownership of or a license to use under this Contract; and
 - 8.5.2 the City will not distribute the software that the City acquires ownership of or a license to use under this Contract to any other party, and shall not allow such software to be used to run any other entity’s billing and tracking system.
- 8.6 Electronic Interface to CAD, Houston Police Department (HPD) System and other required City interfaces. Contractor shall use false alarm management software system electronically interfaced to the Houston Emergency Center (HEC) computer-aided dispatch (CAD), ARA, HPD and/or other required City systems to automatically bill customers for false alarms.
- 8.7 Multi-Jurisdictional. A false alarm management software system shall be used to track activity and billing for multiple jurisdictions. Billing and rate structures shall be customized for each jurisdiction and/or ordinance, and vendor Contractor shall use central or separate cash processing for jurisdictions.
- 8.8 Master Billing Accounts. The false alarm management software system shall allow the optional use of master billing accounts which can be used to bill and track multiple locations under one billing account, such as a local business chain or apartment complex. Permit registration and false alarms shall be linked to a master account.
- 8.9 History Tracking. Perpetual history of all billing activity shall be maintained by the system.

Accounts receivable balances shall be viewed as a balance forward, or as an open item activity. A diary history of contact with the alarm holder (such as phone calls or correspondence) shall be tracked by date.

- 8.10 Key-Holder Information. Key-holders for each account shall be maintained in the database so that dispatchers have additional people to contact in the event of a call.
- 8.11 User-Defined System. The user shall customize their permit fees and false alarm fees and/or penalties based on an unlimited number of dwelling types in each jurisdiction. Cash or accrual basis accounting can be used for daily reporting to the finance and accounting department. Descriptions used on invoices and receivable statements shall be customized by the City.
- 8.12 Flexible Reporting. Information is tracked by date; therefore, most reports shall be produced with date ranges. The alarm tracking and billing system shall be designed to be date-sensitive, so that there shall be no month-end or year-end closeout routines required.
- 8.13 Escrow Processing. The false alarm software shall allow the City to receive monies in advance from alarm companies and later apply these escrow monies to permit registration fees for their new customers. Escrow statements shall be processed, on-demand for the alarm companies.
- 8.14 Monitoring/Contractor Web Access. The monitoring companies and contractors shall have access to the status of their accounts through the Internet. An online registration module allowing monitoring/contractors to register their new customers through the Internet and permit them with escrow funds on-hand. City users shall also be able to register themselves online.
- 8.15 Website & Registration. The City shall have its choice in a user website as either a "Windows Desktop" or "Web-based" and/or Mobile APP graphical user interface (GUI) running under the City's browser software. Both interfaces shall run on networked PCs running Windows supported operating system and shall be able to support a Map or GPS location functionality.
- 8.16 Bulk Mail Vendor. An interface shall provide the transmission to an FTP site, a data file to a Bulk Mail Vendor for the Contractor to process and mail false alarm billing invoices, permit renewal billing invoices, and new alarm permit information. An interface to provide a data file containing information for accounts turned over to a collection agency.
- 8.17 Financial Accounting System. An interface shall provide an electronic data file through FTP for interface with SAP (e.g. General Ledger, etc.) application with detailed transactions that reconciles to the deposit(s) for each day.
- 8.18 Lockbox. An interface shall be available from an FTP site, a data file from a financial institution lockbox vendor for payments received from alarm customers.
- 8.19 Collections. An interface shall provide data files containing information for accounts turned over to a collection agency.
- 8.20 Specifications Guidelines. Shall have the ability to handle between at least 50 concurrent users and process at least 1,000 transactions per day.

9.0 CONFIDENTIALITY OF CITY INFORMATION:

- 9.1 At all times, the Contractor shall recognize the City's sole and exclusive ownership of all documents and information provided by the City or generated by Contractor, based on information provided by the City relating to the basic and special services, and the sole and exclusive right and jurisdiction of the City to control the use of this information.

- 9.2 The Contractor shall agree that neither it, or its employees, subcontractors, agents, or parent company shall disclose confidential information, to any person or to anyone except as necessary to perform the basic and special services under this Contract, including other subsidiaries within Contractor without the expressed written permission of the City or unless required to do so by law.
- 9.3 The Contractor shall further agree that in the event that any documents containing confidential information should be improperly used or be removed in any way from the possession or control of the Contractor or its Subcontractors by anyone except the Director or authorized representatives, the Contractor shall immediately notify the City orally and in writing, and shall join with the Director at his request in taking such reasonable steps as the City may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the City's rights and the confidentiality of the information.
- 9.4 The Contractor shall agree to return any and all data furnished and information derived here under promptly upon a request by the Director or authorized designee.
- 9.5 The Contractor shall provide the design and implementation of a security system which will protect both, the physical documents and the confidential information contained therein from the time of Contractor's receipt until the delivery to the City. Security shall include, without limitation, fire protection, protection against smoke and water damage, alarm systems, locked files or other devices reasonable expected to prevent loss or unauthorized removal of documents and/or manually-held data, passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically- or mechanically-held data; limited access; access to input documents and output documents; and design provisions to limit use of client or applicant name.

10.0 SOFTWARE MODIFICATIONS:

- 10.1 If during the term of the Contract period, the Contractor is required to make any enhancements or modifications to the software (regardless of hardware platform), and subject to the allocation and appropriation of City Council, the Contractor shall give the City advance notice to present to the City's Change Approval Board (CAB) for approval. Upon CAB approval the City will have the option to have the Contractor install such enhancements or modifications on the Hardware provided. The City shall pay Contractor a mutually-agreeable amount for all associated training and retro-fitting, if necessary, of any ARA-specific requirements. In such event, City shall have the option to purchase a perpetual license to the newly-installed software, subject to the terms as set forth in Article IV.F Title.

11.0 OWNERSHIP OF INFORMATION:

- 11.1 All Confidential Information acquired by the Contractor from the City or from others at the expense of or through the participation of the City in the performance of the basic and special services shall be and shall remain the property of the City. The Contractor shall return all such confidential information to the City promptly at the request of the Director in the format as approved and defined by the Director.

12.0 ADVERTISEMENT:

- 12.1 The Contractor agrees that neither it, subcontractors, its parent company, nor any subsidiary shall disclose that it performs for the City the alarm tracking and billing services functions in any form of advertisement, sales literature, or sales presentation for the purpose of portraying that

the Contractor performance is better than competition; portraying competitors in a negative light; increasing the number of alarm billing customers or burglar alarm services offered by the above-mentioned entities without the prior written approval of the Director and such approval shall not be unreasonably withheld. After receiving approval from the Director, the Contractor may use the City as a reference to other governmental entities to promote and sale alarm tracking and alarm billing services. Failure to comply with the terms within this document shall be an event of default, but the parties expressly agree that in the event of Contractor's breach of the Subsection, only the City shall not pursue the Contractor's Performance Bond.

13.0 PERFORMANCE BOND:

- 13.1 Contractor shall furnish a performance bond in the amount of \$1,000,000 for each Agreement Year of the initial five-year term and if and when the option years are exercised by the Director or designee, \$1,000,000 for each option year, conditioned on Contractor's full and timely performance of the Agreement. The bond(s) must be issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

14.0 KEY PERSONNEL:

- 14.1 The Proposer shall identify and provide at their own expense key personnel including a Project Manager who will provide services and be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

15.0 ADDITIONAL RELATED SERVICES:

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

16.0 ADDITIONS AND DELETIONS:

- 16.1 The City, by written notice from the Chief Procurement Officer to the Contractor, at any time during the term of this Contract, may add or delete like or similar equipment and/or services to the list of equipment, and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the Contract services and charges or rates as an item already specified in the Fee Schedule. In the event the additional equipment, locations, and/or service is not identical to any item already under Contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, and/or services classified in the Fee Schedule.

17.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 17.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this

Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

18.0 WARRANTY OF SERVICES:

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

19.0 INVOICING:

19.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back-up documents are to be submitted to:

19.2 City of Houston
Finance and Administration Department
Accounts Payable Section
P.O. Box 1562
Houston, TX 77251

19.3 The City of Houston requires timely and accurate accounting and billing information.

19.4 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time - 10 Days: 2% Discount
Payment Time - 20 Days: 1% Discount

A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

19.5 If the City fails to make a payment according to the early payment schedule above, but does

make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

PART III – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Please submit **ten (10)** copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional **ten (10)** electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby St.
Houston, Texas 77002

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

2. Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
4. Complete submission. 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.
5. 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.
6. Timely delivery of Proposals. The Proposal, including the Technical Proposal, the Pricing Proposal and signed Contract, must be delivered by hand or sent to the City Secretary's Office through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the City Secretary's Office and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
7. Late 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. Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.
2. Executive Summary. The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, the key personnel who will be responsible for seeing the project through completion, and a rationale for proposing the software for implementation at the City. The executive summary shall also include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Attach a proposed organization chart for the project. Also, please describe the proposed strategy to keep the System current as technology evolves and improves.
3. Proposed Plan of Action. Provide a detailed proposed plan of action describing the proposed system and indicating how all requirements will be met. Submit a matrix summarizing how each of the requirements will be met and indicating the resources that the City must commit to ascertain successful implementation.
 - a. 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. Also, please indicate the ability to implement the system by modules and the flexibility of altering the order of implementation of each module.
 - b. Implementation Strategy: Please describe the project management support to be provided by Proposer during the implementation. Also, please describe how the project will be phased during implementation. Describe the implementation strategy in detail. Please describe any rapid deployment solutions that the proposer plans to use. Please describe in detail if the proposer plans to use the City-owned application or proposes the use of another third party application.
 - c. Hosted or Licensed: Indicate if the solution will be hosted by the proposer or if it will be licensed to the City. If the proposer is offering a license, such license agreement shall be included with the proposal. Please indicate the ability to shift between the two strategies if it is determine to be advantageous to the City and specify the requirements.
 - d. Training. The proposed training plan shall be described in sufficient detail so as to provide samples of material and content of training. Indicate the number of hours recommended for different types of users.
 - e. Maintenance: The proposed maintenance plan for the solution shall be described in this section. The maintenance section shall indicate if the maintenance plan includes technical support and the extent of such support included in the price for maintenance. The terms of the maintenance plan shall be stipulated. If the proposer expects the City to enter into a standard maintenance agreement, it shall be included with the proposal. Please indicate if and how future enhancements of the software will be made available to the City.
1. Qualifications of the Proposer. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of references where a similar solution was implemented. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Please provide at least three (3) references. The City is primarily interested in clients with similar needs and comparable size. Please complete Exhibit I (References) for each of the projects.

2. Qualifications of Key Personnel: Provide chronological resumes of the key personnel that will be assigned to the project. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project.
3. M/WBE Participation: Proposer shall identify the M/WBE participation level and the role that each M/WBE firm will have in the project implementation. Since M/WBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section.
4. Financial Stability. Provide the audited financial statements or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.
5. Exceptions to Standard Contract. Submit any exceptions to the standard contract and include the rationale for taking the exception. Provide rationale for objections to the Article. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If you are proposing alternate language, please include the language for consideration. Also, attach license and maintenance agreement(s), as appropriate.
6. Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
7. 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.
8. Other. Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others.
9. Forms and Certifications: Complete all forms and certifications attached, as appropriate.
10. Price Proposal: Please submit price proposal with revenue sharing solution.

PART IV – EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Price proposals of those shortlisted will be evaluated once they are identified by the evaluation committee. The shortlisted 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 shortlisted Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

A. Interviews/Oral Presentations/Demonstrations

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

The City may provide to Proposers samples of documents for the purpose of preparing a demonstration. The goal of such documents is to enable the City to get a better idea regarding how the proposed system will handle the City's requirements and enable the Proposer to prepare a more targeted presentation. The City also welcomes opportunities to "further streamline and improve the procurement and contracting process"; therefore, Proposer may highlight potential improvements based on lessons learned from other systems implementations.

B. 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.

C. Best and Final Offer (BAFO)

City reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If City chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

D. EVALUATION CRITERIA

Possible Points

1.0 RESPONSIVENESS OF PROPOSAL (Pass or Fail)

- 1.1 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.

2.0 FUNCTIONAL COMPETENCY

30

- 2.1 The extent to which proposed solutions meet the needs of the City including but not limited to the desired features, training program, and ease of use, as expressed in this RFP.
- 2.2 Qualifications and experience level related to false alarm tracking, billing, permitting and administration on similar projects in size and scope.
- 2.3 System's capacity and Proposer's staff ability to accurately track and process volume of false alarms billings, permits, while utilizing effective and efficient administration.

- 2.4 Degree of written documentation, procedures and processes.
- 2.5 Strength and quality of billing and collection services.
- 2.6 Ability to develop and successfully manage all operational and administrative requirements.
- 2.7 Detailed timeline for implementation.

3.0 TECHNICAL COMPETENCY 30

- 3.1 Ability to interface with City of Houston GIS, HEC, SAP and Inovah systems.
- 3.2 Ability to modify interfaces, enhance system, generate ad hoc information and other special services.
- 3.3 System shall have adequate bandwidth capacity, be scalable and load balanced.
- 3.4 Timely update implementation shall occur if system is Java-based.
- 3.5 Interface shall be user-friendly and intuitive.
- 3.6 Flexibility to customize system.
- 3.7 Ability to generate mandatory reports and ad hoc reporting requests in a timely manner.
- 3.8 Capacity to extract data on demand.
- 3.9 Performance regarding accuracy of data conversion and timely implementation.
- 3.10 Ability to successfully develop and manage all data requirements in the Scope of Work.

4.0 FINANCIAL STABILITY 20

- 4.1 Strength of financial statements and financial ratios.
- 4.2 Level of current market share.
- 4.3 Client retention.
- 4.4 Managerial retention.

5.0 MWBE PARTICIPATION 5

- 5.1 Ability to meet MWBE subcontracting goal of 5.83%.

6.0 PRICE PROPOSAL 15

- 6.1 Reasonableness of overall price of revenue sharing formula.

- 7.1 5 points: For proposers firm within a principle place of business (PPB) in the City of Houston city limits.
- 7.2 3 points: For proposers whose firm is a local business with a principle place of business (PPB) in the adjoining 10 counties to the City of Houston city limits.

Part V – SPECIAL CONDITIONS

A. NO CONTACT PERIOD

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

B. EQUAL OPPORTUNITY EMPLOYMENT

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

C. MINORITY AND WOMAN BUSINESS ENTERPRISES (MWBE)

Contacto shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWBE's. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

D. PROTESTS

- 1. An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. 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. Information confirming that the protestor is an interested party.
- d. a written statement of the grounds for the protest and the law or ordinance to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.
- e. The signature of the protestor

2. Protests shall be submitted to:

Chief Procurement Officer
City of Houston
901 Bagby, B300
Houston, TX 77002

3. The City recognizes three types of protests:

- a. Protests regarding solicitation (Pre-Bid Protest).

Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.

- b. Protests regarding the evaluation of bids, qualifications, or proposals (Pre-Award Protest):

Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.

- c. Protests made after City Council's decision to award a contract (Post-Award Protest)

Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.

- d. Any protest received after the applicable deadline will not be considered.

PART VI – INSTRUCTIONS TO PROPOSERS

A. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) 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 addressed to the Finance Department, Strategic Procurement Division, Roy Korthals, telephone: 832.393.8734, fax: 832.393. 8758, or e-mail (preferred method to): roy.korthals@houstontx.gov no later than [TIME], CST [DATE]. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as

having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

C. LETTER(S) OF CLARIFICATION

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and 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 Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
2. All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

F. POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

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

PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

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

- D. Affidavit of Ownership or Control (Exhibit IV)
- E. Anti-Collusion Statement (Exhibit V)
- F. Conflict of Interest Questionnaire (Exhibit VI)
- G. Statement of Residency (Download Form at <http://purchasing.houstontx.gov/forms.shtml>).

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

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

- A. Insurance Requirements and Sample Insurance Certificate, Insurance Endorsements and Drug Policy Documents (Download Samples at <http://purchasing.houstontx.gov/forms.shtml>)
- B. Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D” (Download Samples at <http://purchasing.houstontx.gov/forms.shtml>)
- C. City Contractors’ Pay or Play Acknowledgement Form (POP1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>
- D. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to houstonbsc@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.
- E. Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposal

FEE SCHEDULE

Burglar Alarm Administration Services Revenue Sharing Solutions

The Contractor shall be required to pay the City a percentage in a revenue sharing contract as defined in the scope of work.

Sample Non-Customized Table				

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

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**EXHIBIT I
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20 _____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
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
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

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

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

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

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

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

NOTICE OF INTENT

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

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
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 MWSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. _____ (MWSBE 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. _____ (MWSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**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
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

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 7th business day after the date the Vendor/Contractor or Agent:

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

What is a business relationship?

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

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

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

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Carolyn Hanahan, Acting 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**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007