

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S23-T25587

Date Issued:	November 13, 2015
Pre-Proposal Conference:	December 1, 2015 @ 10:00 A.M Strategic Procurement Division 900 Bagby, Conference Room 1 Houston, TX 77002
Pre-Proposal Questions Deadline:	December 4, 2015 @ 12:00 P.M
Solicitation Due Date:	December 18, 2015 @ 2:00 P.M., CST
Solicitation Contact Person:	Roy Breaux, Procurement Specialist roy.breaux@houstontx.gov 832-393-8728

Project Summary: This is for a three (3) year contract with two one-year options to renew annually, for a maximum five-year contract term for Alcohol and Controlled Substance Testing Services.

Project Description: This RFP is to select with a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as part of the Department of Health and Human Services (HHS) to perform alcohol and controlled substance testing services to detect the presence of the following groups of drugs, including but not limited to: amphetamines, cocaine, opiates, phencyclidine, and marijuana. It is the policy of the City of Houston to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs, substance abuse and alcohol abuse.

NIGP Code: 952-07; 961-30

MWBE Goal: 11%



Carolyn Hanahan, Acting CPO

November 13, 2015

Date

TABLE OF CONTENTS

<u>PART I – GENERAL INFORMATION</u>	4
General Information.....	4
Solicitation Schedule.....	4
<u>PART II – SCOPE OF WORK / TECHNICAL SPECIFICATIONS</u>	4
A. Overview.....	5
B. Specifics.....	5
<u>PART III – MINIMUM PERSONNEL QUALIFICATIONS</u>	14
<u>PART IV – EVALUATION AND SELECTION PROCESS</u>	14
A. Responsiveness of Proposal.....	14
B. Technical Requirements / Compliance.....	14
C. Price Proposal.....	15
D. Interviews/Oral Presentations.....	15
E. Selection Process.....	15
<u>PART V – SUBMISSION OF PROPOSAL</u>	17
A. Instructions for Submission.....	17
B. Submission Requirements.....	17
<u>PART VI – SPECIAL CONDITIONS</u>	19
A. No Contact Period.....	19
B. Equal Opportunity Employment.....	20
C. Minority and Woman Business Enterprises (MWBE).....	20
D. Protests.....	20
<u>PART VII – INSTRUCTIONS TO PROPOSERS</u>	21
A. Pre-Proposal Conference.....	21
B. Additional Information and Specification Changes.....	21
C. Letter(s) of Clarification.....	21
D. Examination of Documents and Requirements.....	21
E. Exceptions to Terms and Conditions.....	21
F. Post-Proposal Discussions with Proposer(s).....	22

<u>PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL</u>	22
EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS... ..	24
EXHIBIT I – OFFER AND SUBMITTAL... ..	25
EXHIBIT I – REFERENCES.....	26
EXHIBIT I – LIST OF SUBCONTRACTOR(S).....	27
EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES CONTRACT REQUIREMENTS	28
EXHIBIT II – ATTACHMENT “A” SCHEDULE OF M/WBE PARTICIPATION.....	28
EXHIBIT II – ATTACHMENT “B”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT.....	30
EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS	31
EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT.....	32
EXHIBIT III – FAIR CAMPAIGN ORDINANCE	33
EXHIBIT III – FORM “A”: FAIR CAMPAIGN... ..	34
EXHIBIT IV – CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE.....	36
EXHIBIT IV: AFFIDAVIT OF OWNERSHIP OR CONTROL.....	37
EXHIBIT V – ANTI-COLLUSION STATEMENT	40
EXHIBIT VI – CONFLICT OF INTEREST QUESTIONNAIRE.....	41

PART I – GENERAL INFORMATION

A. General Information

The City of Houston (“City”) wishes to contract a certified Laboratory to provide turnkey services for approximately 10,000 collections and controlled substance screens and 1,500 alcohol screens per calendar year. A network of collection sites must be able to support these numbers in order to ensure that City employees do not experience excessive down time waiting to be processed at the collection sites.

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. **Please pay special attention to facilities and location requirements in Part II Section 3.6**

C. Solicitation Schedule

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

<u>EVENT</u>	<u>DATE</u>
Date RFP Issued	November 13, 2015
Pre-Proposal Conference	December 1, 2015
Questions from Proposers Due to City	December 4, 2015
Proposals Due from Proposers	December 18, 2015
Notification of Intent to Award (<i>Estimated</i>)	February 26, 2016
Council Agenda Date (<i>Estimated</i>)	March 23, 2016
Contract Start Date (<i>Estimated</i>)	August 1, 2016

PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.0 Purpose

The City of Houston is seeking to enter into a contract with a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as part of the Department of Health and Human Services (HHS) to perform alcohol and controlled substance testing services to detect the presence of the following groups of drugs, including but not limited to: amphetamines, cocaine, opiates, phencyclidine, and marijuana. It is the policy of the City of Houston to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs, substance abuse and alcohol abuse.

2.0 BACKGROUND

The City will act to eliminate abuse of illegal drugs, prescription drugs or any other substances that could impair an employee’s ability to safely and effectively perform the functions of any given job, or that may increase the potential for accidents, absenteeism, substandard performance, or which may tend to undermine the efficiency of the work force and work for the City. The City prohibits the on-duty use of illegal drugs and alcohol or possession of alcohol in an open container. The City also prohibits arriving at work or

working still intoxicated from off-duty use of alcohol. The City encourages its employees to seek assistance for substance abuse problems before it affects their job performance.

3.0 SCOPE OF SERVICES

- 3.1 To provide for approximately 10,000 collections 10,000 controlled substance screens and 1,500 alcohol screens per calendar year. The laboratory provider must be capable of providing split specimen collection services to both DOT and non-DOT personnel for controlled substances as necessary, on any portion or all of the collected specimens. While workload numbers cannot be guaranteed, the laboratory must be able to accommodate up to 125 or more collections on any given day. A network of collection sites must be able to support these numbers in order to ensure that City employees do not experience excessive down time waiting to be processed at the collection sites. In addition to the above alcohol and controlled substance collection, the laboratory must be able to provide steroid and Marinol/THC differentiation testing. Marinol/THC differentiation testing may be subcontracted provided the proposal clearly defines all parameters and fees of this arrangement. Finally, each collection site, whether operated by the laboratory or a subcontracted agent, will provide alcohol screening and equipment that must be in full compliance with DOT standards.
- 3.2 To provide hair sample analysis drug screens that are tested twice, for both the hair sample and the wash done on the hair sample, before a confirmed positive results is reported to the City. These results must be verified by the Medical Review Officer. The level to be tested for a positive result will be in accordance with the established industry standards as defined by the testing laboratory
- 3.3 The Director may, in his or her sole discretion, include oral testing in the services to be provided by contractor by giving the contractor's three days advance written notice. Upon receipt of the notice, Contractor shall provide oral testing services for the amount set on the fee schedule.
- 3.4 At all times, the laboratory must have and maintain its letter of certification from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (DHHS), (formerly known as DHHS/NIDA), which attests that it has met minimum federal standards. The loss of the federal certification must immediately be reported to the City and may result in the immediate termination of the contractual agreement between the City and the laboratory.
- 3.5 To provide a chain of custody form and procedure to ensure donor confidentiality consistent with current SAMHSA and/or DOT guidelines as applicable.
- 3.6 Provide at a minimum:
 - 3.6.1 At least one (1) collection site which will operate (on call is acceptable) 24 hours a day, 7 days a week, holidays inclusive. A two-tiered billing system for collection fees will be allowed. The standard collection fee for those collections made during all normal business hours will be bundled into the overall cost per test. An "after hours" additional fee may be charged over and above the routine collection fee for those collections made after hours or on the weekend provided this is clearly identified.
 - 3.6.2 Collector staffing of three (3) collection sites with the primary location in the City of Houston's Human Resources' Physical Exam & Drug Testing section. The Physical Exam & Drug Testing section, currently located at 611 Walker, is operated 7:30 A.M. to 4:00 P.M. during all City business days.
 - 3.6.3 The second facility is to be located in the City of Houston Fire Department at either 1205 Dart or 500 Jefferson during the hours of 6:00 am – 2:00 pm.

- 3.6.4 Pending identification is a third location in the City of Houston Aviation Department at Intercontinental Airport; 16930 John F. Kennedy Blvd. Hours to be determined.
 - 3.6.5 These facilities will serve as a primary collection site and are provided rent free in an as-is condition. Should the laboratory require any further modification of the existing layout, it will be done at the laboratory's expense. Laboratory is responsible for and must address the provision of supplies, deodorizers, blue color toilet agents, toilet tissue, paper hand towels, and the daily cleaning of the restroom.
 - 3.6.6 A minimum of eight (8) additional collection sites shall be located in the geographic quadrants of the city. Additionally, a network of collection facilities to expedite out of town drug testing needs as identified.
 - 3.6.7 Excluding the Physical Exam & Drug Testing section site and Houston Fire Department, adequate free parking must be available at each collection site.
- 3.7 Each collection site must be able to:
- 3.7.1 Provide the Physical Exam & Drug Testing section a faxed copy of each day's collection log-in sheets which contain the barcode number of the chain of custody identification form, social security number/employee identification number and initials for each alcohol and controlled substance specimen collected. This information will be provided no later than 12:00 Noon the next business day. This will include the days on which there is no specific collection activity to report.
 - 3.7.2 Comply with all the collection standards required by SAMHSA, DOT and this RFP. This will specifically include, but is not limited to, the DAILY transmission to the MRO by fax all DOT controlled substance collection activities and related documentation. *The laboratory will be held to the strictest compliance on this requirement.*
 - 3.7.3 Demonstrate competency in the collection standards as required by the City of Houston. Competency will be measured and feedback given to the laboratory on a quarterly basis.
 - 3.7.4 Complete a request for qualifications prior to conducting any City collection services.
 - 3.7.5 At least 4 of the collection facilities should be affiliated with an urgent care or medical treatment operation to coordinate and provide post-accident with injury treatment and drug testing simultaneously.
- 3.8 For the purposes of monthly random drug testing services within departments with multiple shifts (Fire, Police, and Airport) provide an independent mobile collection service (collector) that may or may not be affiliated with any other collection facility for onsite collections. These samples will be submitted to the laboratory on the same day of collection in a manner consistent with SAMHSA or DOT guidelines as applicable and strictly maintain the chain of custody and accountability of all specimens.
- 3.9 To provide for remote and mobile collection units to off-site locations that may include but are not limited to remote work areas, accident sites, hospitals, medical treatment facilities, etc. A two-tiered billing system will be allowed for these types of collections. A Level One remote fee will be charged for those times when only the services of a collector are required to obtain a collection at a local area hospital, emergency room, home or any similar facility where existing toilet facilities are readily available. A Level Two mobile charge would be for those times when a mobile van or specialized vehicle unit, complete with toilet facilities, is called to a remote site or isolated field location to obtain a collection.

- 3.10 Provide at least two collectors, trained in the collection protocols, that is bilingual in Spanish and English to be available at each collection facility during times of specimen collection for the purpose of explaining the procedures and maintaining the chain of custody. Having identified personnel available on staff or by way of telephone who are trained and fully knowledgeable of all collection procedures and completely conversant on all documentation forms may in an emergency situation, alternately accommodate this service requirement.
- 3.11 Provide the laboratories with all specimens collected on the same day of collection in a manner consistent with SAMHSA or DOT guidelines as applicable and strictly maintain the chain of custody and accountability of all specimens.
- 3.12 Perform all requested types of controlled substance screens and confirmatory tests at the same location. (Note: Steroid and Marinol/THC differentiation testing may be subcontracted as noted on the fee schedule page.)
- 3.13 Perform and report controlled substance screens and confirmatory tests consistent with SAMHSA or DOT guidelines (as amended) as applicable for the following drug groups at the noted cutoff levels:

4.0 CURRENT FEDERAL D.O.T. STANDARD TEST PANEL

USED FOR DOT EMPLOYEES

<u>DRUG GROUP</u>	<u>LEVEL</u> Initial Test (ng/ml)	<u>LEVEL</u> Confirmatory Test (ng/ml)
a. Amphetamines	500	
Amphetamine		250
Methamphetamine		250
b. Cocaine Metabolites	150	100*
c. Opiate Metabolites	2000	
Morphine		2000**
Codeine		2000
d. Phencyclidine	25	25
e. Marijuana Metabolites	50	15****

4.1 If SAMHSA or DOT guidelines change, this contract shall automatically be amended to reflect such changes without the need of further Council Action.

- * Benzoyllecgonine
- ** 6-acetylmorphine (6-AM) at a cut-off of 10 ng/ml
- *** Delta 9 tetrahydrocannabinol - 9 - carboxylic acid

4.2 An initial controlled substance screening will use the enzyme immunoassay techniques (EMIT) test and a confirmatory test will use the gas chromatography/mass spectrometry (GC/MS) test. If a new technology or methodology exceeds these testing techniques, the laboratory must provide full documentation together with related literature and bibliography of

the instrumentation and techniques.

- 4.3 EMIT/GCMS cutoff levels are subject to change. The laboratory is responsible for always providing the current DOT mandated minimum cut off levels.
- 4.4 Level cut-off standards are defined by SAMHSA and subject to change without notice.
- 4.5 Projected number of tests per year is 10,000 units.

5.0 NON FEDERAL STANDARD TEST PANEL

USED FOR NON-DOT EMPLOYEES

<u>DRUG GROUP</u>	<u>LEVEL</u> Initial Test (ng/ml)	<u>LEVEL</u> Confirmatory Test (ng/ml)
a. Amphetamines	1000	500
b. Cocaine Metabolites	300	150*
c. Opiate Metabolites	2000	2000**
d. Phencyclidine	25	25
e. Marijuana Metabolites	50	15***

* Benzoyllecgonine

** 6-acetylmorphine (6-AM) at a cut-off of 10 ng/ml

*** Delta 9 tetrahydrocannabinol - 9 - carboxylic acid

Steroids: The level for a positive test in the testosterone procedure will be a 6 to 1 ratio of testosterone to epitestosterone. For all other steroids and their synthetic derivatives, the cut off levels will be in accordance with the established industry standards as defined by the testing laboratory. By way of the HPD General Order, the prohibition on the use of "over the counter" steroids is at the discretion of the Chief of Police.

- 5.1 An initial controlled substance screening will use the enzyme immunoassay techniques (EMIT) test and a confirmatory test will use the gas chromatography/mass spectrometry (GC/MS) test. If a new technology or methodology exceeds these testing techniques, the laboratory must provide full documentation together with related literature and bibliography of the instrumentation and techniques.
- 5.2 Level cut-off standards are defined by SAMHSA and subject to change without notice. **IF any SAMHSA or DOT guidelines changes, this contract shall automatically be amended to reflect such changes without the need of further Council Action.**
- 5.3 Provide or subcontract the testing for steroids. The level to be tested for a positive result in the testosterone procedure will be a six (6) to one (1) ratio of testosterone to epitestosterone. The level to be tested for a positive result for all other steroids and their synthetic derivatives, the cut off levels will be in accordance with the established industry standards as defined by the testing laboratory. The frequency of the test is generally less than ten (10) per year.
- 5.4 Provide or subcontract the testing of THC positive samples for Marinol verses Marijuana THC metabolites. The cut off levels will be in accordance with the established industry standards as defined by the testing laboratory. The frequency of the test is generally less than ten (10) units per year and must be requested by the MRO.

- 5.5 Provide or subcontract the proposed testing of hair samples for the standard test panels. The cut off levels for hair samples will be in accordance with the established industry standards as defined by the testing laboratory. The frequency of the test is generally less than ten (100) units per year.
- 5.6 Provide alcohol-testing services that meet DOT requirements at all collection locations.
- 5.7 Provide or subcontract the testing of oral fluid samples for the standard test panel. The cut off levels for oral fluid testing will be in accordance with the established industry standards as defined by the testing laboratory.
- 5.8 When requested by the City, coordinates referee testing or retest of a positive controlled substance specimen with another independent SAMHSA certified laboratory. The cost of the shipping and handling charges will be specified and will be prepaid by the employee with a money order. This processing fee may not be billed to the City.
- 5.9 Report controlled substance test results to the Medical Review Officer. Test results are not to be discussed over the telephone. Fax, modem or secured Internet transmission of the data is acceptable.

6.0 Provide controlled substance test result with the following standards:

- 6.1 All non-DOT negative controlled substance screens will be reported to the City of Houston no later than the close of business the day after the specimen was collected,
 - 6.2 All laboratory confirmed positive test results will be reported to the MRO no later than the close of business of the fifth working day after the specimen was collected,
 - 6.3 All MRO confirmed positive test results will be reported by the MRO to the City no later than the close of business of the eighth working day after the positive report was received by the MRO from the laboratory. However, if the City employee does not contact the MRO within five days, the MRO need only inform the City of this fact.
- 7.0 Provide expert witness services and litigation packages as required for litigation or quasi-judicial hearings. Laboratory and/or their subcontract agents will provide affidavits as required for litigation, quasi-judicial hearings and/or procedural inquiries. All fees for such services will be identified on the fee schedule. The laboratory will be expected to provide the City with a mutually agreed upon number of consulting hours, at no charge, to answer questions or assist in resolving problems associated with the alcohol and/or controlled substance screens and other aspects of this proposal.
- 8.0 The laboratory will contract with a third party administrator(TPA) to provide the City with a monthly random selection list for testing using a DOT approved computer generated true random program to perform the selections. The City will provide the TPA with three (3) Excel database files of eligible employees on a monthly basis via email. The TPA will then create an approved random selection list and provide the random selections files back to the City in an Excel spreadsheet via email. Confidentiality is of extreme importance. The requirement will include 1) DOT monitored personnel, 2) non-DOT safety impact personnel 3) Police classified personnel and 4) a twice a year bilingual testing file for random selection.
- 9.0 Provide City employees with basic education materials and/or training about the dangers of using drugs. The education and training materials are to be provided at City work sites and at the collection sites. This instructional requirement may be accomplished in a variety of ways using an instructional program, which employs presentations, by experts in the respective field, videotaped presentations, written study programs, posters, promotional materials, etc.

- 10.0** Provide annual alcohol and controlled substance training to approximately three hundred managers/supervisors of employees who hold Commercial Driver Licenses (CDL) as required by DOT guidelines either in person or by CD.
- 11.0** Provide the City with detailed billing information on all specimens collected/tested in such a manner as to allow the internal billing to each department its share of the overall billing program. Tests that are not completed because of a procedural or technical error in the collection or testing process will not be billed. Billing invoices are expected to be submitted no later than 30 days from the date of collection service. No interim invoices will be accepted.
- 12.0** The laboratory will provide a computer-based reporting system—utilizing a secured Internet access—providing test results for all controlled substance testing. This Internet system or network will be secured and protected by an internal firewall and only “HTTPS” access will be allowed. Laboratory must include sufficient detail and discussion on internal and external security measures. Any proprietary details should clearly be identified and will be held confidential if clearly identified as such.
- 12.1 The test reporting system will allow the City to control internally all test information once finalized and reported by the MRO. The reporting system should follow a hierarchy model for displaying and controlling the flow of all test data. The Physical Exam & Drug Testing section personnel should be able to see all of the test data and control the flow within the specific protocol of the information to the various departments. Access to the system will be limited by using user-id/password access.
- 12.2 Each department will be given limited access to the database system but will have access only to their specific department’s test data. Within this access, department personnel will be able to generate basic historical reports, track trends, and test results, as well as be able to search archived records by social security number and/or barcode.
- 12.3 All test data and results must be “read only” and must be secured from manipulation.
- 12.4 The reporting system operation costs are included in the final unit cost per test.
- 12.5 Security and ease of operation (user-friendly) are both equally critical factors to this reporting system requirement. Laboratory must be willing to accommodate reasonable requests for simple and minor modifications to tailor the system to the City’s needs.
- 13.0** Laboratory must be willing to undergo periodic visits by personnel from the City for the purpose of inspecting their facilities, their test methods and data, and their specimen and management techniques.
- 14.0** SAMHSA proficiency test results must be open for review to the City upon request.
- 15.0** Electronic billing/management reports are to include but not be limited to an accounting of each specimen collected by name, social security number or employee number, barcode number, date of the test, department name/two digit code, type of test, etc. In no case are the actual results of any test to be included in billing data.
- 16.0** The laboratory will be expected to provide the City with a designated liaison that will be available by telephone to assist with various day-to-day client service issues. The laboratory will consider establishing an office in Houston, TX if location is outside state of Texas. It is expected that this individual will be an effective problem solver, knowledgeable of the contract with the City as well as versed in the internal operations of the laboratory’s organization.

- 17.0** The laboratory will be expected to provide the City of Houston testing protocol to all sub-contracted collection sites. The laboratory is responsible for ensuring training of all collection staff on the City of Houston testing protocol and instructions for ordering of supplies from the laboratory.
- 18.0** The laboratory will assume the cost for test performed outside the City of Houston testing protocol.
- 19.0** The laboratory will be subject to monthly and /or quarterly evaluations throughout the life of the contract to document performance that the overall deliverables are meeting the city's expectations and the contract terms for the variables below:
- 19.1 submission of accurate and complete invoices in timely manner
 - 19.2 data entry errors on the reporting system
 - 19.3 adherence to fee schedule
 - 19.4 credit memos post to accounts within in a timely manner
 - 19.5 monitoring sub-contractors to ensure adherence to contract terms
- 20.0** For billing and accountability purposes, the laboratory will be responsible for data entry of the below information when receiving specimens and recording on the reporting website:
- 20.1 department code
 - 20.2 reason for test
 - 20.3 type of test performed
 - 20.4 employee name
 - 20.5 employee identification number
- 21.0** The laboratory will be responsible for securing a copy of the notification form that includes the above information to ensure the information is accurate so that the City is not burdened with the responsibility of auditing the billing. The City request a designated team of 2 or 3 individuals for accuracy and continuity of billing requirements.
- 22.0** The city is seeking a bi-directional automated billing solution that will fully integrate with SAP FI/PA. The system would pull in real-time data on an employee and have the ability to support validation rules (check personnel number and departmental assignment). The system would allow the ability for automated invoices for drug test results collected for the following reasons: randoms, post-accidents, follow-up, reasonable suspicion, return to duty, pre-employment, and promotional.
- 23.0** There are 26 departments within the city and we are requesting electronic submittal of each invoice by department at the beginning of each month for the drug screens performed in the previous month. The invoices need to be submitted electronically detailing applicant/employee name, specimen number, date of collection, breakdown of fees (screen, collection and MRO).
- 24.0** The laboratory will provide encrypted files and/or records on annual basis of all drug tests performed for long term historical retrieval. This information can be stored on a password protected flash drive.
- 25.0 ADDITIONAL RELATED SERVICES**
- 25.1 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.

26.0 ADDITION & DELETION

26.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

27.0 ESTIMATED QUANTITIES NOT GUARANTEED

27.1 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.

28.0 WARRANTY OF SERVICES

28.1 *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.

28.2 "Correction" as used in this clause shall mean the elimination of a defect.

28.3 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.

28.4 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.

28.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

28.6 The City requires timely and accurate accounting and billing information.

A. Key Personnel

The Proposer shall identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key

personnel must be committed to the project at the appropriate time level. 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.

B. RESERVED

C. Price

FEES AND COSTS ANALYSIS

Price per test:

	BASE CONTRACT	1 ST YEAR	2 ND YEAR	3 RD YEAR	1 ST YEAR OPTION	2 ND YEAR OPTION
1.	Controlled Substance Test (Standard non-DOT 5 panel) If/when adopted, approx: 12,000/yr.					
2.	Controlled Substance Test (Standard DOT 5 Panel) Currently at approx: 11,000/yr.*					
3.	Breath Alcohol Test Approx: 5000/yr.					
4.	Steroid Testing Approx: ten (10)/yr.					
5.	Marinol/THC Differentiation Testing					
6.	Hair Testing					
7.	Oral Fluid Testing					
8.	Administrative fee for "Referee Testing" Shipping and Handling					
9.	Independent Mobile Collection Unit for HFD, HPD, and HAS randoms					
10.	Hospital/ER/Residence/etc. collection fee					
11.	Remote work site collection requiring van/trailer/RV					
12.	After hours and/or weekend collection fee					
13.	D&L Isomerization					
14.	6-MAM for DOT					
15.	6-MAM test for non-DOT					
16.	Litigation Package Preparation					
17.	In-person Expert Witness Testimony					
18.	On-phone Expert Witness Testimony					
19.						
20.						

The City will consider the overall pricing for the comprehensive solution in its selection process.

PART III RESERVED

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.

SELECTION CRITERIA

Possible Points

A. Responsiveness of Proposal (Pass/Fail)

1. Proposer must be compliant on submitting all “Material” requirements.

B. Technical Competence/Requirements (100 Points)

- | | |
|---|----|
| 1. Comprehensive services for City employees and applicants | 30 |
| • Proposed strategy and Operational Plan (10) | |
| • Knowledge, competence, and experience in providing turnkey alcohol and controlled substance screening services (10) | |
| • Management/billing/reporting capabilities (10) | |
| 2. Location and accessibility of facilities | 20 |
| • Wait times/number of collectors available (10) | |
| • Location and accessibility of facilities to the City’s employees and Applicants (10) | |
| 3. Customer Support | 15 |
| • Procedures in place to assure timely and effective service to the City (3) | |
| • Key personnel identified (3) | |
| • Hours of availability to troubleshoot issues and answer Questions (3) | |
| • After hour locations (3) | |
| • Mobile services(3) | |
| 4. Experience and Qualifications | 15 |
| • Primary and secondary Medical Review Officers are certified by the American College of Occupational and Environmental | |

Medicine or the American Association of Medical Review Officers and are located in the Houston Area is the preferred Standard (3)

- Organizational chart of proposed team or staff for this project (3)
- Collection staff experience/licensure (3)

5. Cost per test; cost for onsite collectors; cost for mobile collector 10
6. 11% M/WBE Participation Goal or Demonstrated Good Faith Effort 10

Note: Hire Houston First (HHF) Ordinance (CM2011-0766): At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- 5 Points: For Proposer firm residing within the City of Houston city limits;
- 3 Points: For Proposer whose firm is a local business residing within the adjoining 10 counties to the City of Houston city limits.
- 0 Points: For Proposer whose company does not reside within Houston city limits, or within its adjacent 10 surrounding counties.

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the presentations is to inform the work of the evaluation committee. If necessary, Proposers may be required to make more than one presentation or demonstration.

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 welcome 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

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).

PART V – 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
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 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 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 Form 2 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. Please complete Form 2 for each reference and Form 3 to depict all key personnel and their availability.
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. Contract: Submit two (2) originals of the completed and signed Contract if no exceptions are noted. See Appendix 1.
 1. Each Contract submitted must bear an original signature and date.
 2. Include copy of license agreement(s) that Proposer would want to include in the contract.
11. Price Proposal: Please submit price proposal with the level detail provided in Form 4.

Part VI – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, including a canal committee agenda aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any

appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Equal Opportunity Employment

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

C. Minority and Woman Business Enterprises (MWBE)

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

D. Protests

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

1. A protest must be filed in accordance with the timing requirements set forth herein and must include:
 - a. the name, address, telephone number and email address of the protestor;
 - b. the number of the solicitation;
 - c. all information confirming that the protestor is an interested party;
 - d. a written statement of the grounds for the protest and the law, ordinance, or policy alleged to have been violated. The statement should be accompanied by relevant supporting documentation and the relief requested.
 - e. all information confirming the timeliness of the protest; and
 - f. the signature of the protestor

Protests shall be submitted to:
Chief Procurement Officer
City of Houston
901 Bagby, B300
Houston, TX 77002

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

Any protest regarding a solicitation published by the City shall be filed no later than five (5) days before the due date for proposals, as appropriate. Any protest filed after the due date raising issues regarding the solicitation will not be considered.

- b. Protests regarding the evaluation of bids, qualifications, or proposals (Pre-Award Protest)
Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than ten (10) days after:
 due date RFP; or
 notification that the interested party's proposal has been rejected.
Any protest received after the deadline will not be considered.
- c. Protests regarding award of contract (Post-Award Protest)
Upon receipt of a timely and properly filed protest regarding the award of a contract, the City will not issue a notice to proceed or submit an order for goods until the protest has been resolved, provided such delay will not be detrimental to the interests of the City.

PART VII – INSTRUCTIONS TO PROPOSERS

A. Pre-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 Buyer Roy Breaux, telephone: 832.393.8728, fax: 832.393. 8759, or e-mail (preferred method to): roy.breaux@houstontx.gov **no later than 12:00 PM, CST December 4, 2015**. 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 VIII – 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)

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

Required forms shall be supplied to the vendor after award.

- A. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
- B. Drug Compliance Agreement Attachment "A", Drug Policy Compliance Declaration Attachment "B" and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D" (Exhibit VIII)
- C. City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form "1" (Exhibit IX)
- 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 Proposals.

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

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**EXHIBIT I
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

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

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
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 M/WSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. _____(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. _____(M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

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

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

Report Period: _____

PROJECT NAME & NUMBER: _____ **AWARD DATE:** _____

PRIME CONTRACTOR: _____ **CONTRACT NO.:** _____

ADDRESS: _____ **CONTRACT AMOUNT:** _____

LIAISON/PHONE NO.: _____ **M/WBE GOAL:** _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.						
Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 th 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 (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 08/29/2007