



CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
PORTAL CONTENT MANAGEMENT SYSTEM
SOLICITATION NO.: S33-T25645

Date Issued: April 22, 2016

Pre-Proposal Conference: May 3, 2016 @ 9:30 P.M. CST
Houston Permitting Center (HPC)
Conference Room 2-D
1002 Washington Ave. Houston, TX 77002

**Pre-Proposal Questions
Deadline:** May 6, 2016 @ 12:00 P.M. CST.

Solicitation Due Date: May 26, 2016 @ 2:00 P.M., CST

Solicitation Contact Person: Conley Jackson
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832-393-8733

Project Summary: This is a work completion contract for a Web Portal and Content Management System.

Project Description: This RFP is for the complete web presence overhaul and implementation of a new Portal and Permitting Wizard for the Houston Permitting Center.

NIGP Code: [915-96]

MWBE Goal: 11%

A handwritten signature in blue ink, appearing to read "John J. Gillespie for JJO".

John J. Gillespie, Chief Procurement Officer

April 22, 2016

Date

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PART I – GENERAL INFORMATION

1.0 General Information:

The Houston Permitting Center (HPC) is seeking a vendor to provide solutions for a complete overhaul of its web presence. The successful vendor will (1) design, develop, and implement a web portal, (2) design, develop, and implement the Wizard, and (3) develop and implement a content management system according to the specifications contained in this RFP.

2.0 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.

3.0 Mission Statement:

The mission of the Houston Permitting Center (HPC) is to help customers achieve their goals while complying with the City's regulations. Accomplishing this mission requires a continuous pursuit of improving the customers' experience. Providing excellent service, streamlining business processes, implementing innovative technologies, and proactively engaging customers are all cornerstones of this philosophy.

4.0 Overview of the Houston Permitting Center (HPC):

The HPC is the single source for permits, licenses, and registrations (herein called instruments) required by the City of Houston for certain regulated activities: construction on private property; installation of utilities, sidewalks, and driveways on public property; operating certain commercial businesses, transportation services, and event venues; storing and transporting certain materials; and monitoring burglar and fire alarms. Many of these instruments have complex, variable, and regularly evolving requirements that make administering them quite challenging.

Part of the challenge is attributable to business process ownership. Some activities require customers to interact with multiple process owners throughout the course of acquiring necessary instruments—some for single items, others for a variety of items at different times. Each process owner is unique, with different types of application procedures, requirements, and decision making structures. Unifying and streamlining all of these elements are critical to successfully fulfilling the HPC mission and improving customer service.

5.0 Organization:

The HPC is the umbrella organization under which approximately 40 business units from seven (7) City departments operate. These departments include:

- Administration & Regulatory Affairs
- Health and Human Services
- Houston Airport System
- Houston Fire Department
- Houston Police Department
- Planning & Development
- Public Works & Engineering

Two (2) additional departments maintain their permitting information on the HPC's website only:

- Parks and Recreation Department
- Solid Waste Department

6.0 Payment Milestones:

The Public Works & Engineering Department may impose payment milestones over the term of the contract. The specifics of each milestone will be discussed and agreed upon during the contract negotiation phase.

7.0 No Joint Proposals:

The City will not consider joint or collaborative proposals that require it to contract with more than one (1) Proposer.

8.0 Texas Public Information Act

Proposals will be subject to the Texas Public Information Act (the Act), located in Texas Government Code Chapter 552 and may be disclosed to the public upon request. Subject to the Act, Proposers may protect trade secret and confidential information from public release. If the Proposer asserts that information provided in the proposal is trade secrets or other confidential information, it must clearly mark such information in boldface type and include the words “confidential” or “trade secret” at top of the page in at least 14 point font.

Furthermore, the Proposer must identify trade secret or confidential information and provide an explanation of why the information is exempt from public disclosure under the Act in the other section of the Technical Proposal.

The Finance Department will process any request from a member of the public in accordance with the procedures outlined in the Act. Proposers should consult the Texas Attorney General’s website for information concerning the Act’s application to proposals and potential exceptions to disclosure.

9.0 Costs Incurred

Proposers understand that issuance of this RFP in no way constitutes a commitment by the City to award a contract or to pay any costs incurred by a Proposer in the preparation of a response to this RFP. The City is not liable for any costs incurred by a Proposer prior to issuance of or entering into the resulting Contract. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Proposer are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by the City.

10.0 Solicitation Schedule:

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	April 22, 2016
Pre-Proposal Conference	May 3, 2016
Questions from Proposers Due to City	May 6, 2016
Proposals Due from Proposers	May 26, 2016
Notification of Intent to Award (<i>Estimated</i>)	June 30, 2016*
Council Agenda Date (<i>Estimated</i>)	July 27, 2016*
Contract Start Date (<i>Estimated</i>)	August 1, 2016*

**Estimated*

11.0 Insurance Requirements

- 11.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 11.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
- 11.2.1 Commercial General Liability Insurance including Contractual Liability:
- 11.2.1.1 \$500,000 per occurrence
 - 11.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 11.3 Workers' Compensation:
- 11.3.1 Amount shall be statutory amount
- 11.4 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 11.5 **Automobile Liability** (See Note Below):
- \$1,000,000 Combined Single Limit per occurrence
- Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 11.6 **Employer's Liability:**
- 11.7 Bodily injury by accident \$100,000 (each accident)
- 11.8 Bodily injury by disease \$100,000 (policy limit)
- 11.9 Bodily injury by disease \$100,000 (each employee)
- 11.10 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

- 11.11 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 11.12 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 11.13 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 11.14 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 11.15 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 11.16 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 11.17 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 11.18 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 11.19 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 11.20 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 11.21 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

- 11.22 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 11.23 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 11.24 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 11.25 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 11.26 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 11.27
- 11.28 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 11.29 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 11.30 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

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PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.0 Scope of Work/Technical Specifications:

The scope of work is provided in the document titled, **Specifications for HPC Web Portal and Content Management System – Exhibit VII**, which can be found on the procurement website.

2.0 Project Management:

The City will be responsible for the overall project management. The selected Proposer will comply with, participate in, and cooperate with all efforts identified for effective project management. The City requires the selected Proposer to assign a dedicated project manager to the project. The selected Proposer's project manager will serve as a liaison and single point of contact with the City's project manager and the Project stakeholders. The Proposer's project manager will actively participate in and contribute to the following Project activities:

- Finalize project business requirements
- Create and maintain a detailed project plan and schedule, and related plans as needed, including a change management plan, training/knowledge transfer plan, systems testing plan, data migration plan, and turnover and close out plan
- Regularly report project progress and status
- Manage project risks and issues
- Manage the Proposer's project team (including subcontractors) and task execution.

3.0 Turnover and Closeout Requirements:

The Turnover and Closeout Phase commences near the end of the selected Proposer's contract period, including any renewals. This phase includes the administrative and operational activities performed by the selected Proposer in order to transition operations to a subsequent contractor or the City.

A successful turnover and closeout includes the defining of requirements, and cooperatively working with stakeholders to reassign all business operations, maintenance, and support. Open and regular communications to the HPC of the turnover and closeout activities are critical to the success of the turnover effort.

The Proposer must provide a high-level turnover strategy including the methodologies and approaches that will be used to proactively ensure a successful turnover. Additionally, the selected Proposer must agree to the final payment being withheld until all turnover activities are satisfactorily completed as agreed between the selected Proposer and the City.

4.0 Additions & Deletions:

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.

PART III – MINIMUM PROPOSER REQUIREMENTS

- 1.0** Proposer must be able to achieve the required MWBE percentage goal.

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 (but not limited to) the Qualifications, Experience and Proposed Solutions requirements. 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. Price proposals of those shortlisted will be evaluated/scored after completion of the interview process by an evaluation committee.

1.0 Interviews/Oral Presentations:

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. If necessary, Proposers may be required to make more than one presentation or demonstration. The City may provide to Proposers samples of instruments for the purpose of preparing a demonstration. The goal of such instruments is to enable the City to get a better idea regarding how the proposed solution will handle the City's requirements and enable the Proposer to prepare a more targeted presentation. The Proposer's oral presentation, demonstration, and/or interview must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by the City.

2.0 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.

3.0 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).

4.0 Evaluation Criteria:

4.1 Responsiveness of Proposal

- a. Proposer is compliant with all the submission requirements of the RFP. Proposers shall meet all components of the RFP that will enable committee to conduct evaluation.

4.2 Technical Competence

- a. Degree to which the response demonstrates an understanding of the HPC's needs, project goals, and objectives.
- b. Quality of the proposed project plan and schedule, as evidenced by a well-reasoned approach to meeting timelines and requirements of the scope of work/ systems specification.
- c. Quality of the proposed system design, as evidenced by the ability to identify major hardware and software sub-systems and components needed for implementation.

- d. Quality of support plan provided by the Proposer, including support and service level commitments, warranties, knowledge transfer, and training such that the City can be self-sufficient in maintaining, customizing, and configuring the HPC Portal System after contract close-out.
- e. Qualifications and Experience of Team: Qualifications and specialized experience of the Proposer (including subcontractors) to successfully perform the services as evidenced by experience on projects of similar scope, complexity or size, including:
 - 1. Relevance and quality of client references
 - 2. Ability of key and back-up personnel (including subcontractors) to successfully implement and support the project as evidenced by experience in a similar role.
 - 3. Ability to deliver/past performance (ex: size of company, years of experience, number of successful implementations, capabilities of project resources, ability to meet deadlines, quality of deliverables, etc.)
 - 4. Financial Stability of the Proposer to successfully undertake the project and ability to ensure performance over the duration of the contract, as evidenced by copies of its audited financial statements and/or balance sheets for the past two (2) years.
- f. Quality of proposed M/WBE Participation: Ability to meet the required 11% level of subcontracting participation, or a demonstrated Good Faith Efforts presented by the Proposer.

4.3 Price Proposal

- a. Reasonableness of the price proposal and total cost of ownership over multiple years.

Note: Price will not be used to determine the shortlisted proposers. All proposers must use the template located on the website titled "Price Summary Template" Exhibit IX.

PART V – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

Number of Copies: The Proposer's response to this RFP shall consist of eight (8) copies of the Technical Proposal and eight (8) copies of the Price Proposal.

One (1) original Technical Proposal signed in BLUE ink by an authorized company representative. Seven (7) electronic copies of the Technical Proposal on USB drives (aka flash drives or thumb drives). Electronic copies must be compatible with Microsoft Office 2010.

One (1) original and seven (7) hardcopies of the Price Proposal in a separate sealed package clearly marked with "original" or "copy".

Proposers that submit content in a PDF format must submit "searchable" PDF files. Flash drives must be marked with the Proposer's name and RFP number.

Note: Any disparities between the contents of the original and hardcopy proposals and the electronic proposals will be interpreted in favor of the City.

The above describe documents must to delivered to:

**City Secretary's Office
 City Hall Annex, Public Level
 900 Bagby Street
 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.

- 1.1 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.
- 1.2 Format. Original 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.
- 1.3 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.
- 1.4 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.
- 1.5 Timely delivery of Proposals. The Proposal, including the Technical Proposal, the Price Proposal and signed Contract, must be delivered by hand or sent to the City Secretary's Office via 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.
- 1.6 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.

2.0 Proposal Submission Requirements – Proposal must be formatted as follows:

- 2.1 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.
- 2.2 Executive Summary: In this section, provide a narrative that condenses and highlights the content of the proposal. The executive summary should provide the City with a broad understanding of the Proposer's overall strategy for meeting the requirements of this RFP's scope of work, and demonstrate an understanding of the HPC's goals and objectives for this procurement. Include the timeframe required to implement the system and the total cost of the proposed solution. The Executive Summary is limited to one (1) page.
- 2.3 Offer and Submittal Form: See Exhibit I
- 2.4 Methodology and Proposed Project Plan:
 - 2.4.1 Include a proposed plan of action that describes in detail the proposer's approach and strategy for completing the scope of work and System Specifications. The plan shall address each of the following areas:
 - Risk assessment and management
 - Change control
 - Configuration management
 - Installation and Integration

- Testing and User Acceptance (including unit, functional, system, performance, usability, and regression testing).
- Quality assurance and control
- Training/Knowledge Transfer
- Turnover and closeout
- Maintenance and support. Include a completed Proposer Maintenance and Support Questionnaire form (see Exhibit VIII).

2.4.2 Proposer shall describe methodologies and processes that will be implemented to ensure that the project is successfully completed on time.

2.5 Project Schedule: Provide a detailed project schedule with specific tasks, activities, timelines, dependencies, and deliverables/milestones. When appropriate, the project schedule should include a description of the task and the specific deliverable or work product that will result from its completion. Identify team members responsible for completing the tasks (including any HPC and City personnel or stakeholders).

2.5.1 Proposers must identify if the current project timeline (i.e. 12 calendar months following receipt of notice to proceed and purchase order is issued by the City) is accepted or rejected. If it is rejected, the Proposer must provide a rationale for its rejection and describe a realistic timeframe for completion of the project.

2.6 System Design: Proposer shall describe the proposed solution(s) for each of the components of the HPC Portal System: the web portal, the permitting wizard, and the underlying content management system (CMS). In addition, identify any key benefits to the City for implementing the proposed solution.

2.6.1 The Proposer's response should:

- Identify any server hardware, appliances, software, or system requirements needed to implement the proposed solution.
- Identify each module/component by name and provide a brief description of the module/component (1 page or less).
- Describe required interfaces, system design, and technical requirements needed to successfully implement the project, such as recommended amount of disk storage space, number of servers needed, firewall requirements, etc. This requirement may be satisfied by providing a detailed diagram, work-flow chart, blueprint, schematic or other similar depictions of system design.
- Indicate if the solution (or its components) is on premise or cloud based, or if both are available.
- Indicate if the solution (or its components) will be hosted by the Proposer or licensed to the City, or if both are available.
- Identify any warranties and guarantees that come with the proposed solution.

2.6.2 Describe any relationships with software or hardware vendors.

2.7 Qualifications and Experience of the Proposer: Provide a written statement detailing the Proposer's company background/history, including number of employees, number of years in business, finances and annual sales. If the company is publicly traded provide the name of the stock exchange and symbol. Include a similar description of corporate background/history for primary subcontractor(s) intended to satisfy a large portion or major component of the project.

2.7.1 Provide a list of references of past clients with which a project of similar scope, complexity, or size has been finalized and adopted by the client's within the past five (5) years. 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:

- one (1) reference that verifies the Proposer has successfully managed a project of either similar complexity or scope of work as included in this RFP.
- two (2) references that verify that the proposer and/or its subcontractor(s) has successfully completed the design, development, installation, and transition of a multi-platform system or solution with similar complexity and with similar scope of work as is included in this RFP.
- one (1) reference that verifies that the proposer and/or its subcontractor(s) has successfully developed a web portal.
- one (1) reference that verifies that the proposer and/or its subcontractor(s) has successfully supported and maintained software and/or hardware for a system or solution of similar complexity and with similar scope of work as is included in this RFP.

Additionally, in a format of its choosing, the proposer may provide a listing and/or description of additional client references that would assist the City's understanding of the proposer's and its subcontractor's relevant experience.

2.8 Qualifications of Key Personnel:

2.8.1 Proposer shall provide a project organization chart identifying the proposed project manager, key personnel and their back-ups (including subcontractor staff) that will be assigned to the project. In addition, provide a high-level narrative description of the project team organization with roles and responsibilities.

2.8.2 Provide chronological resumes of the Project Manager and other key personnel (including subcontractors) 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.

2.9 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.

2.10 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.

2.11 Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.

2.12 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.

- 2.13 **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. State any business, economic, programmatic, or practical assumptions that underlie the Proposer's response. Include any other information the Proposer believes would be helpful for the City's evaluation of the proposed solution.
- 2.14 **Forms and Certifications:** Complete all forms and certifications attached, as appropriate.
- 2.15 **Price Proposal*:** Proposers must base their Price Proposals on the scope of work and specifications requirements.

The proposed rate must capture all costs (one time and recurring) associated with the provision of services and list any available discounts.

The Price Proposal shall include the following sections:

Executive Summary: Provide a brief narrative highlighting the key costs and benefits to the City of the proposed solution. The Executive Summary should use plain language, with as little technical jargon as possible. Provide a concise summary of the overall costs for the professional services, software, and hardware being offered to the City. The Executive Summary should clearly identify the total cost of ownership, including specific cost variations to the City, over a five (5) year period. The total cost of ownership should include all one-time costs, on-going annual costs, and fixed prices or price increases, if any (delineated by year). The Executive Summary will also separately identify cost-savings and cost-avoidance methods and measures, and the effect of such methods on the Price Proposal and Scope of Work.

2.15.1 **Professional Services:** Provide a fixed-price proposal for the professional services required to implement the HPC Portal System

- Which, if any integrations are included by name, by detailed description, or by level of complexity
- An hourly, billable rate for any services that are charged outside of the fixed-price model (see Exhibit IX – Price Summary Template, hourly rate tab)

2.15.2 **Hardware, Software, and Maintenance:** Provide a pricing proposal for hardware, software, and maintenance/support in which rates for future years are fixed at a set amount or capped at a not-to-exceed dollar amount (with increases tied to an objective criteria that can be verified by the City). The response should:

- Identify all hardware products and components required for the proposed solution(s); include descriptions of each item and their associated cost.
- Identify options for leveraging, enhancing, or replacing the existing infrastructure environments
- Provide a detailed hardware maintenance price list including make, model and description of each component for twenty (24) hours by seven (7) days a week support with a half-hour response time by telephone and 12 hour on site time maintenance agreement, including remote diagnostics, repairs, spare part customer notification.
- Identify all software products, modules, and components required for the proposed solution(s); include the type of license (e.g. annual, perpetual) and basis of cost (e.g. enterprise, per user) for all environments (i.e. development, test, and production)
- Provide a detailed software maintenance price list for each software component including product description information and version for twenty (24) hours by seven (7) days a week maintenance agreement and version updates.

- Provide a detailed software support price list for call-in, web-access technical software support
- 2.15.3 Travel: Specify the dollar amount of the fixed price attributable to travel. Provide an explanation of the travel and subsistence required for this project. Costs must only include expenses allowed under the City's travel policy, A.P. 2-5, and at the rates stated in the policy, which is available at <http://www.houstontx.gov/policies/2-5.html>. If there are no travel and subsistence costs, include a statement stating so in the proposal.
- 2.15.4 Discounts
- 2.15.5 Optional Features and Other Costs: Provide detailed cost information and descriptions of any optional features or other costs not identified above. If the services are charged outside of the fixed-price model, identify the hourly billable rate for each service (see Exhibit XX – Price Summary Template, hourly rate tab)
- 2.15.6 Price Summary Template (see Exhibit IX)
- 2.15.7 Cost Assumptions: State any business, economic, programmatic, or practical assumptions that underlie the response.

If the Proposer is offering multiple solutions, the Proposer must clearly delineate all costs for each solution.

***Submit the price proposal in a separate sealed envelope marked “Price Proposal”.**

Note: Price will not be used to determine the shortlist of proposers

PART VI – SPECIAL CONDITIONS

1.0 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.

2.0 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.

3.0 Minority and Woman Business Enterprises (MWBE)

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

4.0 Protests

4.1 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, ordinance, or policy alleged to have been violated. The statement should be accompanied by relevant supporting documentation and the relief requested.
- e. The signature of the protestor.

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

4.2 The City recognizes three (3) types of protests:

- a. Protests regarding solicitation (Pre-Submission Protest)
- b. Any Pre-Submission protest regarding a solicitation published by the City shall be filed no later than five (5) days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate.
- c. Protests regarding the evaluation of rejection of bids, qualifications, or proposals (Pre-Award Protest)

4.3 Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five (5) business days prior to the City Council meeting at which the award appears on the agenda.

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

4.5 Any protest regarding the award of a contract must be submitted no later than five (5) calendar days after the date of award.

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

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 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.

2.0 Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist Conley Jackson, telephone: 832.393-8733, fax: 832.393.8759, or e-mail (preferred method to): conley.jackson@houstontx.gov no later than 12:00 p.m., CST, May 6, 2016. 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.

3.0 Letter(s) of Clarification

- 3.1. 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.
- 3.2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

4.0 Examination of Documents and Requirements

- 4.1. 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.
- 4.2. 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.

5.0 Exceptions to Terms and Conditions

- 5.1. 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.
- 5.2. 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.

6.0 Post-Proposal Discussions with Proposer(s)

- 6.1. 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

- 1.0** Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
- 2.0** Signed M/WBE Forms: Attachment “A” Schedule of M/WBE Participation, Attachment “B”, Notice of Intent, Attachment “C”, Certified M/WBE Subcontract Terms, Attachment “D” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)
- 3.0** Fair Campaign Ordinance Form “A” (Exhibit III)
- 4.0** Affidavit of Ownership or Control (Exhibit IV)
- 5.0** Anti-Collusion Statement (Exhibit V)
- 6.0** Conflict of Interest Questionnaire (Exhibit VI)

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

Required forms shall be supplied to the vendor after award.

- 1.0** Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
- 2.0** Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D” (Exhibit VIII)
- 3.0** City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1” (Exhibit IX)
- 4.0** 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.
- 5.0** 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, 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

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

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

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

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

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

Status of Appeal [***DESCRIBE***] _____

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

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public _____

NOTE:

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

**EXHIBIT V
ANTI-COLLUSION STATEMENT**

Anti-Collusion Statement

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

Date

Proposer Signature

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

Who must file a CIQ?

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

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

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

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 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**

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

Adopted 06/29/2007