

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
SALES AND USE TAX AUDIT (SUTA) SERVICES
SOLICITATION NO.: S66-T25650

Date Issued: January 8, 2015

Pre-Proposal Conference: City of Houston – City Hall
901 Bagby, Basement - SPD Conference Room 2
Houston, TX 77002
Wednesday, January 27, 2016
11:30 AM – 12:30 PM

**Pre-Proposal Questions
Deadline:** Wednesday, February 3, 2016 at 2:00 PM CST

Solicitation Due Date: Thursday, February 11, 2016 at 2:00 PM

Solicitation Contact Person: Shannon Pleasant
shannon.pleasant@houstontx.gov
832-393-8741

Project Summary: The City of Houston through its Finance Department wishes to contract a qualified firm to provide Sales and Use Tax Audit (SUTA) Services. The term will be a three (3) year contract with two (2) one (1) year options.

NIGP Code: 946-82, 946-20, 946-33, 961-53, 918-04

MWBE Goal: 5%



Carolyn Hanahan, Acting Chief Procurement
Officer

1/8/2016

Date

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PART I – GENERAL INFORMATION

A. 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.

As a point of reference, prospective proposers may refer to the City's Procurement Manual and corresponding Purchasing Manual (currently under revision) for current processes. The manuals can be accessed at <http://purchasing.houstontx.gov/docs/SPD%20Procurement%20Manual.pdf> and <http://purchasing.houstontx.gov/docs/Procurement Manual.pdf>. The City is looking for additional opportunities to streamline its processes through the implementation of technology.

B. Solicitation Schedule

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	Friday, January 8, 2016
Pre-Proposal Conference	Wednesday, January 27, 2016
Questions from Proposers Due to City	Wednesday, February 3, 2016
Proposals Due from Proposers	Thursday, February 11, 2016
Notification of Intent to Award (<i>Estimated</i>)	April 2016 (Tentative)
Council Agenda Date (Estimated)	May 2016 (Tentative)
Contract Start Date (<i>Estimated</i>)	May 2016 (Tentative)

PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

I. Sales and Use Tax Audit (SUTA Services)

1) In providing SUTA services to the City, Proposer shall:

- Meet with City's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing progress.
- Review the City's sales and use tax ordinances for included provisions, coverage, and classification definitions.
- Provide and maintain compliance with the City's sales and use taxes by:
 - Determining whether the business is remitting the sales and use tax due the City to the state correctly. Specifically, Proposer shall make this determination by reviewing the payment data available to the City from the Comptroller's Office and generating three main reports to be used for generating the leads:
 - Top 100 Report – The top 100 sales tax revenue generating businesses in the City complete with payment history

- Significant Anomalies Report – A customizable report designed to discover monthly sales tax anomalies, based on preset dollar value thresholds that may have been skipped, underreported, or misallocated to an incorrect jurisdiction.
- Negative Fund Transfers Report – A report that will track all occurrences of a business filing a refund, amended return, prepaid tax credit, state audit, or an incorrect misallocation.
- Having Contractor’s sales and use tax analyst resolve all leads generated from the above 3 reports by contacting each taxpayer in order to confirm the nature of any questionable tax periods.
- Performing physical canvassing to ensure the accuracy of businesses that have nexus within the City limit.
- Providing documentation to businesses mistakenly reporting the tax to another jurisdiction to facilitate a correction of the registration information. Assist the business, as necessary, in filing of returns and making payments for all open tax periods.
- Provide documentation to the state to secure the transfer of funds to the City that was reported in error to another jurisdiction.

2) Progress Reports

- Contractor will provide quarterly progress reports to City in the form of status updates. These progress reports will also indicate areas in which City staff may further assist and improve the sales tax compliance review activities provided hereunder. Contractor’s progress reports will identify errors/omissions detected, documented and corrected, and report on other services of benefit to the City for the time period covered under this Agreement.
- Contractor will provide sales tax quarterly and annual projections matching the City’s fiscal year (July 1 – June 30) months earned and 5-year projections based on City’s fiscal year for sales tax month earned (Sales Tax capture leakage analysis). Prepare legislative analysis and give guidance in regards to legislative impacts affecting the City (provide assistance and guidance in regards to legislative analysis questions) –Or support at the legislative level along with ad hoc analysis upon request.
- Contractor to submit a quarterly newsletter in regards to the Houston Economy, inclusive of but not limited to employment growth, population, new business expansion, Business contraction, commercial and residential real estate, and oil & gas outlook.
- The parties agree that City and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the City’s sales and use tax, recognizing that Contractor’s role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the applications, calculation, collection, and/or remittance of sales and use taxes and, ii) providing City with technical assistance, without assuming or being delegated the authority or responsibility of City to administer, interpret, and enforce its sales and use taxes.

II. Sales and Use Tax Audit (SUTA Services)

Deliverables – Sales Tax Analysis & Reporting Service (STARS) Package:

1. **Quarterly Stars Digest.** Contractor shall provide the City with quarterly updated STARS Digests. Contractor will provide bound copies of the quarterly STARS digest and one electronic copy of the quarterly STARS Digest on CD.
2. **Support Service.** With the STARS Package, Contractor will provide the City with a maximum of 2 hours per quarter of telephonic STARS digest support. Telephonic STARS Digest support consists of teleconferences with a MuniServices representative who will explain the STARS Digest and answer questions about the STARS Digest.
3. **Monthly Cash Report.** Included with the STARS package is a Monthly Cash Report (MCR) that will be provided to the City by email within 5 business days after the end of each month or receipt of the data from Texas Comptroller of Public Accounts (TCPA). The historical length of the report depends on history available from TCPA.
4. **Sales Tax Forecast.** Included with the STARS package is a 3-year forecast based upon previous current economic conditions and trends.
5. **Quarterly Sales Tax Capture Leakage (STCL) Analysis.** For each calendar quarter, Contractor will provide City with an updated STCL Analysis in the form of one paper bound copy and one electronic copy on a CD.
6. **Geo Area Reports.** As part of the STARS package, Contractor will include Geo Area Reports for 20 Geo Areas.

Quarterly STARS Digest

1.1. **Contents** - The quarterly STARS Digest contains the following reports, subject to the availability of Data:

- **Historical Collections Analysis** – Components of allocation payments by payment activity
- **Top 100 Historical** – Historical performance of the top 100 accounts comparing current benchmark year ranking and sales tax produced with that of prior years.
- **Top 100 Detail** – Sales tax performance of the City’s top 100 sales tax accounts is shown in order of sales tax produced with the results for the most recent five quarters prominently displayed. The proportion of City sales tax produced is also shown by each account.
- **Economic Category Performance** – An analysis of the changes that occurred by economic category and segment with the specific businesses responsible for the significant changes delineated.
- **Business Classification Code** – This report show the business classification codes assigned by Contractor based on the North American Industry Classification System (NAICS) codes provided by TCPA and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each significant account.
- **Historical Economic Composition** – Data are summarized by economic category and segment by quarters and benchmark years. Percentage of total sales tax generated by each

category and segment is also shown to indicate trends in sales tax composition as well as performance.

- **Cross-Reference Reports** – These reports allow the user to look up any of the significant accounts shown in the STARS Digest by name or address.
- **Geo-Area Reports** – This report tracks sales tax performance within designated geo-area of the City (e.g., key shopping centers, business parks, and downtown/business districts, etc.). Charts and printed reports are included for each geo-area. The City may designate geo-areas and include the Geo-Area Reports in the STARS report for the fee subject to the allocation of funds. This report is contingent upon the City providing Contractor with the geo-area address ranges in electronic format that meets the following requirements:
 - XLS, DBF, or Comma Delimited formats per Contractor’s requirements;
 - And the components of the address range per Contractor’s requirements

The City shall contact Contractor for the details of the above requirements

To provide the optional Geo-Area reports, Contractor will standardize the street names in the permit file by:

- Parsing the addresses to the United States Postal Service (USPS) standard.
- Comparing the parsed addresses to the Texas’ USPS file for standardization and manually verifying it. Contractor is not responsible for verifying the accuracy of the addresses in the permit file.
- All of the reports listed in the above subsection 1.1 provide data that are based on the date on which the transaction took place and not on the date on which the payment was transferred to the City.

1.2 Excluded businesses – The STARS Digest does not include any information on taxpayers that is not provided by the State Comptroller to the City.

1.3 Accuracy – The STARS Digest relies on information provided by the TCPA. Contractor has no obligation to verify the data provided by TCPA. Only if the City elects to receive the Geo area reports Contractor clean or standardize the data received from TCPA. Contractor may also rely on information provided by third parties. City acknowledges that Contractor has no obligation to verify, remove redundancies, or otherwise clean or standardize the information provided by third parties. Contractor will provide a list of all third parties and identify the information provided by each.

1.4 Timing – Contractor’s obligation to provide the STARS Digest is conditioned on City’s delivery of required signed documentation to the Contractor to access the proper data from the State of Texas Comptroller’s Office.

1.5 License of Electronic Version – Contractor hereby grants City a non-exclusive license to print unlimited copies of the STARS Digest from the electronic copy of the STARS digest, if:

- a. the copies are for internal City use only; and
- b. the copies do not remove the confidentiality statements contained in the reports

Monthly Cash Report (MCR) - The MCR is a monthly report that details the cash portion of sales tax data. The three reports that make up the MCR are sales tax permit summary, business classification summary, and a comparison of the current quarter year compared to same quarter last year. This report is most often paired with the Sales Tax Analysis & Reporting Service to create a comprehensive overview to keep clients up-to-date on the performance of businesses in the area.

3.1 Sales Tax Permit Summary:

- Identifies and categorizes changes by economic category, segment and major businesses
- Explains current trends, counter-trend performance and major business changes in an easy-to-read format
- Delivered in a printable format
- Confidential report

3.2 Business Classification Summary:

- An up-to-24-month analysis report showing historical performance and comparisons for major businesses
- Distinguishes between changes in List Filers and Local Filers in every business grouping
- Delivered as a spreadsheet grid for client's internal analysis
- Confidential report

3.3 Cash Analysis by Business Groupings:

- An up-to-24-month analysis report showing historical performance and comparisons for business groupings
- Identifies expected trend and counter-trend performance in every business grouping
- Distinguishes between changes in List Filers and Local Filers in every business grouping
- Delivered as a spreadsheet grid for client's internal analysis
- Confidential report

Sales Tax Forecasting – Contractor provides a five year forecast to its clients every quarter. Forecasts include:

4.1 Summary Page:

- Chart identifying historical sales tax and projected sales tax for pessimistic, most likely and optimistic scenarios.
- Table identifying historical, current and future growth rates by scenario.

4.2 Detail Page for Each Fiscal Year:

- Identifies changes by economic category and segment.
- Identifies potential threats of sales tax loss.
- Identifies projected sales tax from businesses opening in the future.
- Accounts for abnormal variations in cash flow.

- Projects sales tax by scenario.
- Identifies total fiscal year sales tax depending on the final month in the Client's fiscal year (accrual scenarios).

4.3 Cash Flow:

- Identifies historical, current and future monthly cash flows by cash payment component.
- Components include gross payment, amounts reserved at State, administration fees, net payment, etc.

In preparing the forecast, Contractor will analyze and adjust all major business accounts in accordance with market trends, individual business knowledge, expected corrections and changes in threats from business competitors or State law changes.

The bottom-up approach allows Contractor to account for individual business change while also accounting for changes in the local, regional, state, national and world economies.

Sales Tax Capture Leakage Analysis Service (STCL) – The STCL analysis shows how much potential sales tax revenue is being lost by residents shopping outside the City. The analysis provides:

- An analysis of sales tax revenue;
- Economic strengths and weaknesses in the local economic base; and
- Priority rankings by targeted industry clusters

5.1 Contents – The quarterly STCL Analysis show the capture/leakage by economic segment for the current year-ended quarter. Subject to data availability, the quarterly STCL Analysis contains the following information:

- Actual Sales Tax – Provides sales tax by economic category, economic segment and business code
- Potential Sales Tax – Provides actual sales tax multiplied by its effective buying income divided by the region's effective buying income. In other word, the potential sales tax from your residents' income when following the regions buying patterns.
- Sales Tax Capture & Gap Analysis – Provides an overview of how well the City is capturing potential sales tax based on its residents' effective buying income (disposable income) compared to purchasing habits in the region.
- Sales Tax Capture Leakage (STCL) Analysis – Provides a comparison of the actual sales tax with the expected sales tax, negative variance indicating amount of leakage, and positive variance indicating amount of capture.

5.2 Accuracy and Limits – The STCL Analysis relies on information provided by TCPA. Consequently, if TCPA does not provide information about a taxpayer, that taxpayer's information will not be included in the analysis. Contractor may also rely on information provided by third parties. City acknowledges that Contractor has not obligation to verify, remove redundancies, or otherwise clean or standardize the information provided by third parties or TCPA. If TCPA doesn't provide to the City of the City does not provide the data to Contractor that is needed for the STCL analysis in the timeframe specified by Contractor, Contractor will have no obligation to provide the City an STCL analysis for that quarter.

5.3 Timing – Contractor will provide the STCL Analysis only after the City delivers to Contractor the signed documents required accessing the proper data from TCPA.

5.4 License of Electronic Version – Contractor hereby grants the City a non-exclusive license to print unlimited copies of the STCL Analysis from the electronic copy of the STCL Analysis, if:

- The copies are for the City's internal use only; and
- The copies do not remove the confidentiality statements contained in the analysis

5.5 Change in Legislation – If there is a change in Texas law that increases the scope of information available from TCPA compared to the scope of information available from TCPA on the date this Agreement is signed, both parties will negotiate an amendment to this Agreement. If data becomes unavailable, Contractor may terminate this Agreement with 10 business-days written notice to the City.

5.6 Data – In order for Contractor to provide the STCL, the City will need to deliver to Contractor the signed documents required to access the proper data from TCPA.

Confidentiality – Subject to the Texas Public Information Act, the information provided to the City in the STARS Digest is confidential. The City shall not distribute the STARS Digest to any person unless that person is legally entitled to access to the information in the STARS Digest, or except as may otherwise be required by law or court order.

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. Price

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

PART III – EVALUATION AND SELECTION PROCESS

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

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request 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).

D. Evaluation Criteria

1. Responsiveness of Proposal

Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to City officials.

2. Technical Competence

- a. Extent to which proposed solution meet the needs of the City including but not limited to the desired features, training program, and ease of use, as expressed in this RFP.
 - 1) Functionality
 - 2) Technology
 - 3) Vendor Support and Training
- b. Overall quality of the technical solution offered by the Proposer as evidenced by its viability given the City's complex technical environment.

- c. Quality of the proposed maintenance plan.
- d. Modularity of the solution and the extent to which the solution can be implemented in phases.
- e. Qualifications and experience of the Proposer to successfully implement the solution in a complex technical environment and in a complex, large organization, preferably in a large public agency, as evidenced by the successful implementation of a similar system in a complex environment and corresponding references.
- f. Qualifications and experience of proposed technical and key personnel for the successful implementation of the system.
- g. Quality of the proposed plan of action, including but not limited to implementation plan.
- h. Level of M/WBE participation.
- i. Financial stability of the Proposer.
- j. Reasonableness and extent of contract exceptions taken by Proposer.

3. Price Proposal

- a. Reasonableness of the overall price.
- b. Reasonableness of the consulting costs for installation, integration, configuration, customization, and training.
- c. Reasonableness of the maintenance price for future years.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Submit four (4) copies of the proposal; one marked as “Original” and signed in BLUE ink. Also include four (4) NON-PASSWORD PROTECTED, electronic thumb drives. Which are to be submitted in a sealed envelope bearing the assigned Solicitation Number. Mail the proposals to:

City Secretary’s Office
 City Hall Annex
 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 Office of the Chief Procurement Officer 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 of Houston Chief Procurement Officer 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 Chief Procurement Officer 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.
4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
 10. 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.
 11. 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.
 12. Forms and Certifications: Complete all forms and certifications attached, as appropriate.

Part V – SPECIAL CONDITIONS

A. No Contact Period

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

Contactors shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to 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 opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as appropriate. Any protest filed after the due date raising issues regarding the solicitation will not be considered.

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:

opening of bids (if a bid); or

due date (if RFQ/RFP); or

notification that the interested party's bid or 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 VI – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

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

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Buyer Shannon Pleasant telephone: 832.3933.8741, fax: 832.393.8759, or e-mail (preferred method to): shannon.pleasant@houstontx.gov no later than February 2, 2016 at 2:00PM CST. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

C. Letter(s) of Clarification

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

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

D. Examination of Documents and Requirements

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

E. Exceptions to Terms and Conditions

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

F. Post-Proposal Discussions with Proposer(s)

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

PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

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

PART VIII – 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.
- F. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>

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)

My Commission Expires: _____ day of _____ County, Texas
20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

**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.: 64/SPD

FILE/I.D. NO.: S66-T25650

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**

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
<p>For vendor or other person doing business with local governmental entity</p>	<p>OFFICE USE ONLY</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>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