

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S33-T25656

FINANCIAL ADVISOR

Date Issued: February 26, 2016

Pre-Proposal Conference: March 8, 2016 @ 9:00 A.M. CST
Strategic Procurement Division
900 Bagby, Conference Room 1
Houston, TX 77002

**Pre-Proposal Questions
Deadline:** March 11, 2016 @ 12:00 P.M. CST.

Solicitation Due Date: March 24, 2016 @ 2:00 P.M., CST

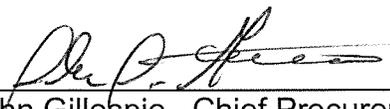
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Project Summary: Three year contract for Financial Advisor(s) to the City of Houston, with the option for two (2) one year renewals.

Project Description: This RFP is for Financial Advisor(s) to provide financial advisory services.

NIGP Code: [94648, 94649 and 95839]

MWBE Goal: 24%



John Gillespie, Chief Procurement Officer

February 26, 2016

Date

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PART I – GENERAL INFORMATION

1.0 General Information

The City of Houston (“City”) wishes to procure the services of a consultant(s) to provide professional financial advisory services.

2.0 City of Houston Background

The City of Houston is the fourth largest City in the United States comprising twenty-three (23) departments with multiple locations throughout the City. The City has approximately twenty-three thousand (23,000) employees with approximately five-hundred (500) employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of fifty-thousand dollars (\$50,000) are routed to City Council for approval.

3.0 Solicitation Schedule

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	February 26,2016
Pre-Proposal Conference	March 8, 2016
Questions from Proposers Due to City	March 11, 2016
Proposals Due from Proposers	March 24, 2016
Notification of Intent to Award (<i>Estimated</i>)	April 27, 2016
Council Agenda Date (<i>Estimated</i>)	June 1, 2016
Contract Start Date (<i>Estimated</i>)	July 1, 2016

PART II – SCOPE OF WORK

1.0 SERVICES IN GENERAL

- 1.1 The financial advisor(s) shall provide reasonable and necessary financial advisory services to the City during the term of the contract. The City intends to select financial advisor(s) in connection with the following credits, consisting of General Obligation (GO), Houston Airport System (HAS), Combined Utility System (CUS) and the Convention and Entertainment Facility (CEF) debt and related special financings of the City. Proposers to this RFP can submit their responses in relation to all credits, any combination of credits or a single credit in its entirety. The financial advisory services to the City shall exclude coverage for general advisory services related to swaps and other derivative products, but not excluding consideration of swaps and other derivative products directly relating to other obligations set forth in the contract. Services related to advising the City on the risks, fair valuation and execution specifics of derivatives are outside of the scope of this RFP.
- 1.2 General services to be provided by the financial advisor(s) include, but are not limited to, financial advisory services related to new-money bonds sold on a competitive and negotiated basis, pre-pricing and post-pricing analysis of competitive and negotiated sales, refunding analysis and other debt restructurings, managing the process for securing and negotiating new credit facilities, re-investment analysis, development of debt management policies and procedures, monitoring of secondary-market activities, training, assistance in the procurement of debt management-related services, and analysis of debt management-related fees.
- 1.3 In connection with these services, it is specifically understood and agreed that the financial advisor's obligations to perform under the contract and all of the City's obligations to pay money under the contract are limited by, and shall be subject to the provisions of the contract.

The financial advisor(s) shall coordinate its performance of the services hereunder with the Director of the Finance Department and such other persons as the Director may specify under the provisions of the procedures for the sale of city bonds, notes and other financing instruments, finally adopted by Motion No. 87-1853.

- 1.4 The financial advisor(s) may, upon request, provide periodic verbal reports to conditions, transactions, situations or circumstances encountered by the financial advisor(s) relating to the services to be performed under the contract and shall attend meetings determined to be necessary by the Director upon reasonable notice thereof.
- 1.5 It is understood and agreed that the City will pay all costs of issuance related to the offering, sale, closing and delivery of the City's obligations.

2.0 FINANCIAL SERVICES

2.1 Work Plan

- 2.1.1 Within sixty (60) days after the countersignature date of the contract, the financial advisor(s) shall develop and submit to the Director for review and approval a preliminary twelve (12) month work plan for the delivery and timing of the services hereinafter described. Within thirty (30) days after receipt by the financial advisor(s) of the Director's comments concerning the preliminary 12 month work plan, the financial advisor(s) shall submit to the Director for review and approval the work plan which incorporates the Director's comments. The financial advisor(s) shall update and submit to the Director for review and approval a twelve (12) month work plan at the beginning of each calendar quarter.
- 2.1.2 The parties recognize and agree that the work plan may be subject to revision during the term of the contract, but there shall be no substantial revision of or variation from the terms of the work plan without the knowledge and written approval of the Director and the financial advisor(s).

3.0 PUBLIC FINANCING RELATED SERVICES

- 3.1 The Financial Advisor(s) shall assist in coordinating the City's finance working group and perform the following services, when appropriate, in connection with negotiated sales, competitive sales, and private placements of bonds and/or notes:

- 3.1.1 Assist financing activities and work with the City's financial officers in planning and developing individual financing programs, including, assistance in the preparation, content, design, printing and distribution, of official statements, notice of sales, offering memorandum and such other materials as are customarily necessary to prepare for the issuance of obligations, such as cash flow projections, and structuring analysis.
- 3.1.2 Develop and present specific recommendations as necessary as to the details of the issuance, including, but not limited to, structuring, principal amounts, dates, interest rates, maturity schedules, call features, escrow structuring, revenues, flow of funds, debt-service coverage requirements, debt service reserve requirements, municipal bond insurance, surety policies, related swaps or other derivative products (but not including analysis of risks, fair valuation services, or advice on execution of swaps, unless covered by a separate or supplemental agreement for those services between the City and the contractor), credit and liquidity facilities, remarketing agreements, security provisions and protective and other covenants to be included for the benefit of the City.
- 3.1.3 For each transaction listed in section 3.0, develop, update, and distribute a detailed schedule for the finance working group's issuance schedule of meetings, activities and deliverables.
- 3.1.4 Provide coordination and advice, as appropriate, to the City, selected underwriters, bond counsel, special disclosure counsel, and other consultants in connection with all issuances up to and including the day of delivery.
- 3.1.5 Assist in the procurement of municipal bond insurance and/or surety policies, as needed.
- 3.1.6 Monitor secondary market activities.
- 3.2 Provide rating agency coordination and presentation support, including:
 - 3.2.1 The preparation of discussion points.
 - 3.2.2 The preparation and delivery of comprehensive documents to the rating agencies prior to the presentation.
 - 3.2.3 The preparation of a well-organized, structured presentation, and
 - 3.2.4 Planned follow-up conversations.
 - 3.2.5 Distribute all rating agency letters to finance working group participants.
 - 3.2.6 Coordinate conversations with rating agencies and responses to rating agency questions.
- 3.3 Specific to negotiated sales:
 - 3.3.1 Provide general advice to the City regarding pricing structures, timing, and marketing efforts prepared by and recommended by underwriters.
 - 3.3.2 Assist in evaluating the appropriateness of the underwriter's gross spread.
 - 3.3.3 In coordination with the underwriters, design and implement a marketing program for the financing to alert investors; to generate interest in purchasing the bonds and/or notes; and to induce the most favorable response to the City's offering. All services under this section shall be coordinated with the Director and are subject to review by the City's public finance attorneys.
 - 3.3.4 Provide pre-pricing and post-pricing analysis.

- 3.4 Specific to competitive sales:
 - 3.4.1 Design and implement a marketing program for the financing to alert investors; to generate interest in purchasing the bonds and/or notes; and to induce the most favorable response to the City's offering. All services under this section shall be coordinated with the Director and shall be subject to review by the City's public finance attorneys.
 - 3.4.2 Provide pre-pricing and post-pricing analyses.
- 3.5 Specific to private placements:
 - 3.5.1 Assist in the preparation of Requests for Indication of Interest or Request for Proposals, as appropriate, and present specific recommendations in the evaluation and negotiation process of the placement consistent with the Municipal Securities Rulemaking Board (MSRB) rules.
 - 3.5.2 Assist in evaluating the appropriateness of the potential structure and pricing proposal.
- 3.6 The financial advisor(s) shall assist in coordinating the City's finance working group and perform the following services in connection with securing and negotiating new credit facilities and managing the credit renewal process:
 - 3.6.1 Assist in the preparation of Requests for Indication of Interest or Request for Proposals, as appropriate.
 - 3.6.2 Assist financing activities and work with the City's financial officers in planning and developing individual financing programs, including, assistance in the preparation and negotiation of terms and conditions and such other materials as are customarily necessary.
 - 3.6.3 Develop and present specific recommendations as to the details of the credit facilities, including, but not limited to, structuring, principal amounts, facility term, pricing, termination features, term-out provisions, closing requirements, security provisions and protective and other covenants to be included for the benefit of the City.
 - 3.6.4 Provide assistance, as appropriate, to the City, selected financial institutions, legal counsel, special disclosure counsel, and other consultants in connection with the credit facilities up to and including the countersignature date.
- 3.7 Provide input and support in strategic financial planning for Houston Airport System (HAS):
 - 3.7.1 Input to and support for HAS financial models and strategic financial planning:
 - 3.7.2 Analysis and support in the development of and updates to the HAS capital plan, including the development of cash flow and appropriation commitment projections and alternatives.
 - 3.7.3 Assistance in reviewing funding alternatives for the HAS capital plan and for each capital project, including strategies related to the use of HAS reserves, financing alternatives, Airport Improvement Program (AIP) and other grant funds, passenger facility charges, customer facility charges and tenant financings.
 - 3.7.4 Advice and assistance with strategies for the use of passenger facility charges, including supporting materials for passenger facility charge applications.
 - 3.7.5 Strategic advice on HAS rates and charges policies and practices
 - 3.7.6 Provide financial analyses, as needed, with the development of strategies and negotiations with HAS tenants for major airport facilities.
 - 3.7.7 Assist HAS develop and periodically review key financial metrics in support of HAS credit objectives.

3.7.8 Analyses, reports, presentations and advice for ongoing rating agency strategies, including annual surveillance and other periodic updates in support of HAS credit objectives.

3.7.9 Regular updates on airport financing practices, industry updates and key trends and factors in aviation finance that may impact HAS.

4.0 SPECIAL SERVICES

4.1 The Financial Advisor(s) shall also provide assistance, examination and analysis of miscellaneous special financings as determined to be necessary by the Director of Finance upon reasonable notice thereof.

4.2 For each Special Financing, prior to work commencing, the Director of Finance and the Financial Advisor shall sign a memorandum of understanding describing the Special Financing, detailing the scope of work, and specifying the cost of services.

5.0 OTHER SERVICES

The financial advisor(s) shall also provide the following services:

5.1 Complete, annually and upon request, review of the City's capital requirements and resources available and an analysis of the City's financial capacity including:

- a. Identifying the availability of resources brought to the financial advisory services contract.
- b. Consulting with City staff, auditors, engineers, attorneys, and other related professionals.
- c. Reviewing the City's debt capacity.
- d. Analyzing the City's revenue sources to determine their effect on the City's credit rating.
- e. Reviewing the City's current policy and practice of payment of, and reserving for, debt service.
- f. Analyzing the City's strengths and weaknesses in credit and debt design.
- g. Monitor the market for the viability of credit enhancement.

5.2 Assist the City's debt management process including:

- a. Prepare debt model update/refresh for each of the City's credits for which a model is maintained, after the adoption of the system's budget and/or capital improvement plan and after the release of the system's Comprehensive Annual Financial Report (CAFR); following each new debt issuance; and as requested by the City. Provide models in Excel format to the City.
- b. Prepare, quarterly and upon request, a schedule of upcoming financial transactions.
- c. Prepare, semi-annually and upon request, a list of all projects currently being undertaken.
- d. Establish, biweekly and upon request, regular status calls between the City's finance working group.
- e. Prepare, annually and upon request, training alternatives to be selected by the City; in accordance with such requirement under the City's disclosure policies.
- f. Establish, annually and upon request, a performance review session; where feedback will be given by the City.
- g. Prepare a summary of the City's debt each April 1st and subsequent to significant changes to the City's debt including but not limited to summaries of future debt service, facility expiration dates, and historical trends.
- h. Assist the city in establishing general policies concerning early debt retirement or refunding.
- i. Provide refunding, other debt restructuring, debt management-related fees and re-investment analyses.
- j. Assist the city in preparing guidelines for new issue designs.

- k. Make recommendations regarding general debt planning, (i.e. separation of the timing of issuance from cash flow needs optimization of the City’s debt service structure and an assessment of alternative security structures).
 - l. Assist in the creation of selection criteria for rating agencies and credit providers when requested by the Director.
 - m. Assist the City in analyzing changes in federal and state legislation or regulations affecting long-range debt financing.
 - n. Assist in the procurement of debt management-related services.
- 5.3 Examine and advise the City in the development of creative financing alternatives, through an annual strategic thinking session with each of the City credits.
- 5.4 Work with City personnel to develop in-house financial advisory capability including:
- a. Analytical tools and evaluations.
 - b. Rating agency, analyst and investor relations.
 - c. Enhanced knowledge through workshops related to Public financing issues.
- 5.5 Assist the City in financial analysis regarding proposed annexation of utility districts, proposed propositions and/or ballot initiatives, economic development authority debt issuance, and debt issuance of other entities directly impacting the City.
- 5.6 Maintain contact with financial institutions who might serve as credit enhancers or providers specifically on behalf of the City, as appropriate, for existing or proposed debt financings.
- 5.7 Maintain an ongoing market development program to alert underwriters and investors to pending sales; to generate interest in purchasing the City’s bonds; and to generate the most favorable response to the City’s offerings. All services under this section shall be coordinated with the Director and shall be subject to review by the City’s public finance attorneys if the Director determines it is to be necessary or desirable.
- 5.8 Maintain a list of major debt holders, including their address and key individuals.

6.0 LOCAL PRESENCE CLAUSE

With respect to the financial advisory services, the contractor for the general financial advisory services must have or plan to have within thirty (30) days of contract award a local authorized business facility located within the City of Houston or surrounding area. The location shall remain operational throughout the term of the contract and shall support the demands of City’s requirements set forth in the contract.

7.0 PRICE

Proposers shall include a budget for the project as described below:

Item Description	Cost	Miscellaneous Expenses
General Obligation		
Combined Utility System		
Houston Airport System		
Convention & Entertainment		

The proposed budgets for this project should be as detailed as possible and enclosed in a separate sealed envelope marked “Price Proposal”. Please provide a schedule of hourly billing rates for any additional services. All reimbursable expenses broken down by credit, including copies, mail and mileage, must be included in the budget, but itemized separately.

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

8.0 INVOICING:

- 8.1 The invoice must be identified by the agreement name and agreement number. All invoices shall be emailed to designated accounts payable representatives, delivered or mailed to the following locations;

City of Houston
Finance Department
611 Walker Street, 11th floor
Houston, Texas 77002

9.0 ADDITIONS AND DELETIONS

- 9.1 The City, by written notice from the Director or City Purchasing Agent to the Contractor, at any time during the term of the contract, may add or delete like or similar services to the list of locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City of Houston. Locations and/or services added will be subject to the contract services and charges or rates as specified in the contract. In the event the additional locations and/or service are not identical to any item defined in this contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the locations and/or services classified in the contract.

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 (but not limited to) the Qualifications, Experience and Proposed Solutions requirements. Price proposals of those shortlisted will be evaluated/scored 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.

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. 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.

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. 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.

4.2 Technical Competence

- a) Quality of overall proposed plan of action, including but not limited to strategy, and understanding of RFP technical requirements outlined in the RFP Scope of Work.
- b) Qualifications and experience of key personnel assigned as evidenced by their credentials and role in like projects.

- c) Financial stability of the proposer
- d) Quality of proposed sub-contractors, including certified M/WBE firms

4.3 Price Proposal

Enclosed in a separate sealed envelope marked "Price Proposal". The price proposal shall include a detailed budget for each of the following:

Item Description	Cost	Miscellaneous Expenses
General Obligation		
Combined Utility System		
Houston Airport System		
Convention & Entertainment		

Note: Price will not be used to determine the shortlisted proposers

PART IV – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

- 1.1 Number of Copies. Please submit **seven (7)** copies of the Proposal; **one (1) printed original** signed in BLUE ink, and **six (6)** electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

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

- 1.7 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.

2.0 Submission Requirements

- 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: 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,
- 2.3 Offer and Submittal Form: See Exhibit I
- 2.4 Methodology and Solutions Proposed:
- 2.4.1 Provide a detailed proposed plan of action that clearly defines how the proposer will fulfill each service requirement outlined in the RFP Scope of Work.
- 2.5 Qualifications and Experience of the Proposer:
- 2.5.1 The proposer shall include the qualifications and experience of key personnel and additional staff that will be associated with the project.
- 2.5.2 The proposer shall 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.
- 2.6 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. **Do not include in requirements and specifications proposal. Include each document with the sealed price proposal.**
- 2.7 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.
- 2.8 Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 2.9 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.
- 2.10 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.
- 2.11 Forms and Certifications: Complete all forms and certifications attached, as appropriate.
- 2.12 Price Proposal: Please submit price proposal in a separate sealed envelope mark "Price Proposal".

PART V – 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. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in the contract 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.

4.0 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.

- 4.1 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

4.2 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

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 Buyer 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, March 4, 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 VII – 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). **Do not include in the requirements and specifications proposal. Include each document with the sealed price proposal.**
- 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 VIII – 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**

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. 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