



CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S33-T25936

EMERGENCY MEDICAL SERVICES
TRACKING SYSTEM

Date Issued: August 19, 2016

Pre-Proposal Conference: August 30, 2016 @ 9:00 A.M. CST
Strategic Procurement Division
900 Bagby, Conference Room 1
Houston, TX 77002

**Pre-Proposal Questions
Deadline:** September 2, 2016 @ 12:00 P.M. CST.

Solicitation Due Date: September 15, 2016 @ 2:00 P.M., CST

Solicitation Contact Person: Conley Jackson
conley.jackson@houstontx.gov
832-393-8733

Project Summary: Three year contract for an Emergency Medical Services Tracking System with the option for two (2) one year renewals.

NIGP Code: [208-37,209-38 and 920-03]

MWBE Goal: 11%

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

John Gillespie, Chief Procurement Officer

August 19, 2016

Date

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PART I – GENERAL INFORMATION

1.0 General Information

The Houston Fire Department is issuing this Request for Proposal (“RFP”) and Interest to companies and/or organizations (“Vendors”) with products and services (“Solutions”) targeting the software/database marketplace. Vendors are encouraged to submit a proposed solution and strategy that will fulfil the requirements shown in the scope of work. .

2.0 Background

The Houston Fire Department / Emergency Medical Services (HFD/EMS) requires continuing education (CE) for ALL classified members. The primary purpose of these requirements is to ensure HFD/EMS does not allow members to staff EMS emergency apparatus without the proper current certifications and credentialing to provide safe medical care to our citizens.

HFD/EMS tracks certification for the following:

Texas Department of State Health Services (DSHS)
National Registry
Pediatric Advanced Life Support (PALS)
DSHS State Instructor/Coordinator
HFD/EMS Credentialing
CPR

Additionally, HFD/EMS is also responsible for tracking the status of our member’s current certifications, certification expiration dates, exam dates, completion of required CE hours, credentialing status, criminal history, immunization requirements, etc. This information is gathered and collected from their original hire date with HFD/EMS.

3.0 No Joint Proposals

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

4.0 Texas Public Information Act

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

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

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

5.0 Solicitation Schedule

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

| <u>EVENT</u> | <u>DATE</u> |
|--|--------------------|
| Date of RFP Issued | August 19, 2016 |
| Pre-Proposal Conference | August 30, 2016 |
| Questions from Proposers Due to City | September 2, 2016 |
| Proposals Due from Proposers | September 15, 2016 |
| Notification of Intent to Award (<i>Estimated</i>) | October 17, 2016 |
| Council Agenda Date (<i>Estimated</i>) | November 2, 2016 |
| Contract Start Date (<i>Estimated</i>) | November 7, 2016 |

6.0 Insurance Requirements

6.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

6.2 **Comprehensive General Liability** including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

6.2.1 Commercial General Liability Insurance including Contractual Liability:

6.2.2 \$500,000 per occurrence

6.2.3 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

6.3 **Workers' Compensation:**

6.3.1 Amount shall be statutory amount

6.3.2 Employer's Liability cannot be used as a substitute for Workers' Compensation

6.3.3 Automobile Liability (See Note Below):

6.3.3.1 \$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12- month policy period unless otherwise indicated.

6.4 **Employer's Liability:**

6.4.1 Bodily injury by accident \$100,000 (each accident)

6.4.2 Bodily injury by disease \$100,000 (policy limit)

- 6.4.3 Bodily injury by disease \$100,000 (each employee)
- 6.4.4 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 6.5 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may:
- (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 6.6 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 6.7 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 6.8 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 6.9 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 6.10 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 6.11 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

- 6.12 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 6.13 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 6.14 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 6.15 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 6.16 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 6.17 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 6.18 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 6.19 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 6.20 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 6.21 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 6.22 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

- 6.23 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

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PART II – SCOPE OF WORK

Shortlisted proposer(s) will be required to provide a demonstration of proposed solution.

1.0 Requirements

Proposer must be able to provide a turn-key solution that includes database, web hosting, training and maintenance support.

2.0 The required scope of services consists of the following three components and the proposed solution must be able to achieve the following:

2.1 Continuing Education

Solution must be able to achieve the following:

- 2.1.1 Import legacy data from existing HFD SQL database.
- 2.1.2 Web application must interface with HFD databases: i.e. Personnel, Transfers, and Staffing (Details will have to be worked out between vendor and COH IT)
- 2.1.3 Ability to record current and historical passwords for member's login credentials for Texas DSHS, Pearson Vue Testing center, and National Registry.
- 2.1.4 Retain passwords for all classes.
- 2.1.5 Vendor hosted web application and database with SQL replication to local server. (Data will always remain property of COH/HFD).
- 2.1.6 Track certifications for Texas DSHS Registry, National Registry, PALS, Texas DSHS Instructor /Coordinator, HFD credentialing, and other certifications. This includes retaining complete certification and credentialing history for each member from original date of hire.
- 2.1.7 Initial dates and expiration dates for Certification and credentialing must be included in history.
- 2.1.8 Notification of upcoming expiration dates via email and/or scheduled reports
- 2.1.9 Interface with current online CE provider to capture breakdown of hours by category. Calculate total hours completed for comparison to CE hours required for each member.
- 2.1.10 Tracks Course hours in each Category as required by DSHS
- 2.1.11 Tracks dates of course completion
- 2.1.12 Tracks History of all courses taken from original date of hire
- 2.1.13 Include completion percentage in total of hours to meet state requirements
- 2.1.14 Include deficiency in hours of required course categories

2.1.15 Ability to generate form letters

Generate form letters based on payroll numbers input

- Credentialing
- De-Credentialed
- Suspension
- Re-Instated
- City Business
- Practicum Training

2.1.16 Ability to include attachments in member's file (documents, pictures, videos).

2.1.17 Ability to print attachments in member's file (documents, pictures, videos).

2.1.18 Tracking classes from Lone Star College or any Education Institution.

2.1.19 Track grades and progress in paramedic classes.

2.1.20 Track National Registry Exam grades and dates (for Skills and Written exams).

2.1.21 HFD members are assigned a group number when hired. -The System must be able to track each member's CE courses by HFD group number. The member's group number may change during the length of tenure in HFD.

2.1.21.1 Will need ability to be assigned to multiple groups and track history of those groups

2.1.22 Track Emergency Medical Technician (EMT) classes and paramedic classes

2.1.23 Track history of all groups assigned to a member

2.1.24 Track history of assigned HFD locations for all members

2.1.25 Track transfer history for all members from original date of hire

2.1.26 Track length of time in each assignment

2.1.27 Track Certification, Credentialing, and Rank

2.1.28 Suspensions - Track Suspension status (for both Certifications and Credentialing)

2.1.29 Track payments for:

2.1.29.1 National Registry exams (Written and Skills)

2.1.29.2 DSHS application fees (Initial and Renewals)

2.1.29.3 Fingerprinting fees

2.1.29.4 Fingerprinting voucher codes

2.1.29.5 Track payment dates

2.1.29.6 Track DSHS payment confirmation numbers

2.1.29.7 Type of card(national registry, initial and renewal, duplicate card, instructor or coordinator) card received date, card delivery method (inter-office to station/department, picked in person/other person-by payroll#, picked up date or date they received card at station)

2.1.30 System must have standard reports included and the ability to build customized reports.

2.1.30.1 Monthly expirations (DSHS CERTIFICATIONS, NATIONAL REGISTRY)

2.1.31 Credentialing status

2.1.32 Transfers

2.1.33 Classes EMT & Paramedics

2.1.34 Scheduled Reporting

Monthly Reports:

2.1.34.1 AD HOC REPORTING AVAILABILITY

2.1.34.2 Certification Cards received

2.1.34.3 By type, members credentialed by type: Items listed are not all inclusive

EMT
PARA
POP OFFICERS
SUPERVISORS
DTO'S
REMOVAL FROM INTERNSHIP

2.1.35 Provide a "NOTES" section for each members file

2.2 **Criminal Investigations**

Proposed solution must provide the following:

2.2.1 Criminal arrest history and complaints of HFD members

2.2.2 Track Arrests, Convictions

2.2.3 Track DSHS Administrative reviews and complaints

2.2.4 Track Information needed to be in compliance with DSHS

2.2.5 Track complaints filed against member and the status of the complaint

2.2.6 Ability to include attachments in member's file (documents, pictures, videos)

2.2.7 Ability to print attachments in member's file (documents, pictures, videos)

2.2.8 Ability to send reminders for pending items, Criminal and Complaints

2.2.9 Tracking Community Service

2.2.10 Tracks court date, whether it was reset, and status of investigation

2.2.11 Tracks name of the investigators from the State and HFD

2.3 Infectious Disease & Control

Due to the nature of member's records for inoculations, exposures, etc., these medical records fall under federal Health Insurance Portability and Accountability Act (HIPAA) regulations. The proposed solution must be HIPAA compliant and provide the following:

- 2.3.1 Ability to track and maintain history for:
 - 2.3.1.1 Immunizations (Type, Date, Provider, Notes)
 - 2.3.1.2 Blood and TB Skin Tests. (Type, Date, Provider, Notes, Results, Immunity Status)
 - 2.3.1.3 Exposures (Member exposures to disease and infection) (Type, Date, Notes, HFD Incident Number)
 - 2.3.1.4 Protective mask fitting by type and date.
- 2.3.2 Ability to generate reports for:
 - 2.3.2.1 Immunity Status.
 - 2.3.2.2 Tracks events like immunizations, exposures, mask fittings, etc.
 - 2.3.2.3 Request reports based on date/range of dates.
 - 2.3.2.4 Whether immunizations were given by HFD's Infection Control Office (HFD/ICO) or an outside agency.
- 2.3.3 Scheduled reports to notify HFD/ICO when vaccine or exposure-follow-up is due.
- 2.3.4 Generate form letters to notify HFD members when vaccine or exposure-follow-up is due.
- 2.3.5 Ability to print reports
 - 2.3.5.1 Member records
 - 2.3.5.2 Based on selected categories
 - 2.3.5.3 Ability to customize reports in addition to "canned" reports that come standard with the application.
 - 2.3.5.4 Ability for ad hoc reports
- 2.3.6 For specific immunization records of single HFD group (e.g. Hep B for Class 2016A)
- 2.3.7 Email encrypted records from program
- 2.3.8 Ability to include and print attachments in member's file (documents, pictures, videos)
- 2.3.9 Import legacy data from existing customer SQL database.
- 2.3.10 the application entry screen shall include "TABS" for the following individual sections:
 - 2.3.10.1 Certifications
 - 2.3.10.2 Credentialing
 - 2.3.10.3 Infection Control
 - 2.3.10.4 Criminal History

3.0 MAINTENANCE/SUPPORT:

3.1 Proposer's solution must include maintenance, support, training and setup at no cost. The solution should also include knowledge transfer and training such that the City can be self-sufficient in maintaining, customizing, and configuring the database.

4.0 INVOICING:

4.1 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

5.0 ADDITIONS AND DELETIONS

5.1 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 scored. 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. **Shortlisted proposer(s) will be required to provide a demonstration of proposed solution**

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.
- b. Minority and Woman Business Enterprises (MWBE) participation

4.2 Technical Competence

- a) Quality of the overall proposed solution, including but not limited to strategy, ease of use, support, and understanding of RFP technical requirements outlined in the RFP Scope of Work.
- b) Quality of the overall web interface, including but not limited to the search, response time, uptime, backups, security and navigation.
- c) Qualifications and experience of key personnel assigned as evidenced by their credentials and role in like projects.
- d) Financial stability of the proposer

4.3 Price Proposal: *Note. Price will not be used to determine the shortlisted proposer.*

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

| Item Description | Fee Per Participant | Monthly Fee | Miscellaneous Expenses |
|------------------|---------------------|-------------|------------------------|
| | | | |

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 **must 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 Proposed Solution:
 - 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.
- 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 a balance sheet for the past two years. Balance sheets are preferred.**
- 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)

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in 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., CDT, August 26, 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 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/solution. Instead, include each document with the sealed price proposal.**
- 3.0 Ownership Information Form (Exhibit III, Attachment A)
- 4.0 Anti-Collusion Statement (Exhibit IV)
- 5.0 Conflict of Interest Questionnaire (Exhibit V)

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.

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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 Opportunity to function in the aforementioned capacity.
(M/W/SBE Subcontractor)

_____ 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 |
|----------------------------------|--------------------------------------|--------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------------|
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |

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 OWNERSHIP DISCLOSURE ORDINANCE

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII: City Contracts; Indebtedness to City](#));
- b. The City of Houston Acknowledgement of Applicable Provisions of the City of Houston Ethics Ordinance ([Chapter 18 of the Code of Ordinances](#), Ethics and Financial Disclosure); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#), "Contracts with Governmental Entity").

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

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.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

***EXHIBIT III
ATTACHMENT "A"
OWNERSHIP INFORMATION FORM***

Download document at: <http://purchasing.houstontx.gov/forms.html>

**EXHIBIT IV
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 V
CONFLICT OF INTEREST QUESTIONNAIRE**

Download document at: <http://purchasing.houstontx.gov/forms.html>