CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
REAL TIME CRIME CENTER AWARENESS SYSTEM
(RTCC)
SOLICITATION NO.: S33-T28914

Date Issued: February 22, 2019

Pre-Proposal Conference: March 5, 2019 @ 9:30 AM CST
Strategic Procurement Division
611 Walker, 11th Floor, Conference Room 1148
Houston, TX 77002

Teleconference Dial-in 832.395.1148

Pre-Proposal Questions Deadline: March 8, 2019 @ 12:00 PM CST

Solicitation Due Date: April 4, 2019 @ 2:00 P.M., CST

Solicitation Contact Person: Conley Jackson
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832-393-8733

Project Summary: This is for a three-year contract with two (2) one-year option to renew, for a maximum five-year contract term for a Real Time Crime Center Awareness System (RTCC).

NIGP Code: [208-11] MWBE Goal: 24%

Jerry Adams, Chief Procurement Officer
February 22, 2019
Date
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PART I – GENERAL INFORMATION

1.0 GENERAL INFORMATION

The City of Houston is seeking proposals from various contractors to provide a Real Time Center Awareness System for the Houston Police Department. All prospective respondents should thoroughly review the following information.

2.0 SOLICITATION SCHEDULE

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

<table>
<thead>
<tr>
<th>EVENT</th>
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<tbody>
<tr>
<td>Date of RFP Issued</td>
<td>February 22, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>March 5, 2019</td>
</tr>
<tr>
<td>Questions from Proposers Due to City</td>
<td>March 8, 2019</td>
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<tr>
<td>Proposals Due from Proposers</td>
<td>April 4, 2019</td>
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<td>Notification of Intent to Award (Estimated)</td>
<td>May 20, 2019</td>
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<tr>
<td>Council Agenda Date (Estimated)</td>
<td>May 29, 2019</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>June 3, 2019</td>
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PART II – SCOPE OF WORK

1.0 INTRODUCTION

The Real Time Crime Center (RTCC) Awareness System solution will serve as a tool to increase the effectiveness and productivity of the Houston Police Department (HPD) by allowing continuous scanning and interpretation of databases. The solution will enable data retrieval for reports, analysis, and investigation more effectively.

1.1 Objectives

1.1.1 Manage critical “situations-in-progress” more effectively and in real-time.

1.1.2 Accelerate investigations by “connecting the dots” faster and by extension, improve clearance rates.

1.1.3 Ensure safety and situational awareness to patrol personnel by offering pre-arrival scene intelligence so that the patrol officers can make better decisions.

1.2 Purpose

1.2.1 The purpose of this Scope of Work (SOW) is to outline the project requirements for delivering an RTCC solution to HPD. HPD will allow only one contractor to be responsible for all phases of the contract. The contractor shall provide a solution that encompasses all phases, using reliable, proven, and dedicated resources and/or sub-contractors. The prime contractor will be responsible for all deliverables on this project.

1.2.2 The contractor shall be required to assist in planning, analyzing, designing, implementing, evaluating, and testing the hardware and software with HPD technical team and end-users to ensure that all requirements have been fulfilled.
1.3 Background

1.3.1 The RTCC performs two (2) primary functions:

1.3.1.1 Monitor Calls-For-Service for Computer Aided Dispatch (CAD) to determine if there is supplemental information that can be gleaned from a variety of databases that may be helpful to the officer responding to the call.

1.3.1.1.1 Time-sensitive information transmitted to the officer that can potentially prevent them from being injured by dangerous individuals or circumstances.

1.3.1.2 Conduct research as requested by detectives in furtherance of criminal investigations.

1.3.1.2.1 The research is not constrained by time as that research can be done when the analyst is not otherwise occupied.

1.4 Business Drivers

1.4.1 The solution will offer substantial capability to increase HPD’s capabilities with regard to homeland security by increasing the department’s ability to detect vehicles, persons of interest and suspects, etc. wanted in terrorism investigations, homicides, drug trafficking, human trafficking and providing data for analysis of suspicious or post-event investigations.

1.4.2 The services and expertise needed for this project include installation, configuration, training, analytical instrument interfacing, and integration with other software components, and deployment consulting and assistance. Ongoing maintenance and support, including product upgrade assistance is required, possibly with the commitment of a long-term service agreement.

2.0 FUNCTIONAL REQUIREMENTS

2.1 General Requirements

2.1.1 System shall provide functionality to allow Custom Dashboard(s).

2.1.2 System shall provide Customized View for flexible customization.

2.1.3 System shall provide High Speed display of the data.

2.1.4 System shall be currently in production at other public safety agencies.

2.2 Interfaces to Internal and External Systems

The solution shall provide the capability to capture, store, display, and interpret the data from the below identified databases. The solution shall also have the ability to add additional data sources in the future.

2.2.1 HPD Records Management System (Modules Arrest, Persons, vehicles, location, and phone number data).

2.2.2 Houston Emergency Center CAD System.

2.2.3 Wanted / Warrants.

2.2.4 Automatic License Plate Reader (ALPR), HPD.
2.2.5 Automatic Vehicle Locator (AVL).
2.2.6 Video Data, HPD.
2.2.7 Vidsys Security Surveillance Camera System.
2.2.8 Dataworks Mugshots, HPD/Harris County.
2.2.9 Sex Offender.
2.2.10 Probationer/Parolee.
2.2.11 Gun Shot Detection.
2.2.12 HPD Gang Tracker Application.
2.2.13 Protective Orders.
2.2.14 Police Personnel System (PPS).

2.3 Application Software Requirements

2.3.1 The solution shall provide the ability to process or match CAD data and advanced queries against a variety of target databases.

2.3.2 The solution shall have an audible and visual alert when a match or hit occurs via the system interface.

2.3.3 The solution shall provide GPS capabilities and Geo Fencing so that geographical positioning data is available to be processed, read, and stored related to the queries, and shall include geographical display.

2.3.4 The solution shall provide the capability to add additional target databases containing data of interest. This ability to process or upload additional internal/external databases, not stored on the system will enable the system to process against new or more current databases.

2.3.5 The solution shall have the capability to view a still image at the user’s discretion of various industry standard formats.

2.3.6 The solution shall have a visual home page menu with buttons or tabs indicating the various tasks it can do.

2.3.7 The solution shall allow the functionality of multiple tabs to be open, which allows the user to shift back and forth between data screens.

2.3.8 The shall include Alert Notifications capability for persons, locations, and vehicles.

2.4 Data Management

2.4.1 The solution shall provide the capability to conduct manual searches against source databases, including the ability to search for partial info i.e. partial license plates, addresses, phone numbers.

2.4.2 The solution shall provide the ability to add notes to a hit record for permanent storage and subsequent retrieval.

2.4.3 The solution shall perform a query against all databases associated with the system.
2.4.4 The solution shall provide the ability to submit a query based on a physical address and search radius.

2.4.5 The solution shall provide the ability to query for data based upon time, date, location, or data source.

2.4.6 Data sources shall be linked when applicable.

2.4.7 The solution shall have the ability to search and view calls for service by incident number, by phone number, by reporter, and by address.

2.4.8 The solution shall be able to ingest structured and unstructured data.

2.4.9 The solution should be able to send data source information to an MDT and/or update a call slip (CAD event).

2.4.10 Data sources may be stored in either cloud environment or client servers, or both.

2.4.11 The solution shall be able to display data source information textually and geographically.

2.4.12 The solution shall have the functionality to export queried data to Excel and multiple data forms.

2.4.13 The solution shall have “wild card” search capability, for locations, both geographically and textually.

2.4.14 Data source information shall hyperlink to original data source.

2.4.15 Data source information should be displayed based upon priority matrix/schedule.

2.4.16 The solution should be able to export select CAD event data fields to the DAR (Daily Activity Report) system.

2.4.17 The solution shall provide notice when a data source is unavailable.

2.4.18 The solution shall be able to filter CAD events by call-code priority.

2.5 Mapping

2.5.1 The solution shall provide the ability to utilize an advanced mapping function to plot all data source information that contains geolocation data (include street, satellite, and birds-eye views).

2.5.2 The solution shall be able to support various geographic boundaries.

2.5.3 The solution shall have configurable map icons regarding color, imagery, size, etc.

2.5.4 The solution shall have geographic variable zoom setting.

2.5.5 End Users should be able to change base maps.

2.5.6 The solution shall use Esri mapping.

2.5.7 Geographic layers should be able to be toggled on/off.
2.6 Reporting

2.6.1 The system shall provide Management Reporting all types canned and the ability to create adhoc reporting.

2.6.2 The system shall provide Audit reports of user and system activity.

2.6.3 The system shall provide Historical data reports.

2.6.4 The system shall provide the ability to create exception reports.

2.6.5 The solution shall allow for role-based access to individual reports.

2.7 System Architecture Requirements

2.7.1 The system software shall run on currently supported Windows operating platforms as well as IPV6. i.e. windows 10.

2.7.2 The solution can be on premise, Criminal Justice Information System (CJIS) compliant Cloud, or Hybrid.

2.7.3 The solution shall have high availability and scalability through industry standards using F5.

2.7.4 The solution shall be available to client at least to (99.9%) ninety-nine-point nine percent, (24) twenty-four hours a day, (7) seven days a week.

2.7.5 Contractor shall provide direct technical support twenty-four (24) hours per day, seven (7) days per week.

2.7.6 The solution shall be able to work in a HYPER-V environment on Intel based Hardware.

2.7.7 Any public facing data shall be available through a DMZ.

2.7.8 The solution shall utilize the latest Microsoft SQL Server for databases

2.8 User and Terminal Security Requirements

2.8.1 The system administrator shall be able to do all the following and be CJIS compliant:

2.8.1.1 Set minimum and maximum password length.

2.8.1.2 Set the time to force password changes.

2.8.1.3 Set the minimum period to permit password changes.

2.8.1.4 Prohibit the use of historical or too common passwords.

2.8.1.5 Set the number of allowable retries before a user account will be disabled.

2.8.1.6 Set the number of allowable retries before a workstation will be disabled.
2.8.2 Transaction security shall be able to be limited by workstation type or location, in addition to user logon.

2.8.3 User logon shall consist of both unique username and secure password (not displayed when entered).

2.8.4 There will be a system log of failed attempted logon exceeding three attempts and a user notification.

2.8.5 Failed logon attempt notification shall include the user ID#, workstation ID#, date and time where the attempts occurred included in log.

2.8.6 Provide the ability to track user access to add/modify/delete/display records by access type, user ID#, workstation ID#, date and time.

2.8.7 Provide the ability to track user activity by a date/time range, or by user ID# and date/time range.

2.8.8 Provide an audit log of all login and logoff dates and times shall be maintained for a definable period.

2.8.9 Provide CAD, RMS and Mobile clients to include encryption that is compliant with State and FBI requirements to secure traffic between clients and servers.

3.0 NON-FUNCTIONAL REQUIREMENTS

3.1 Reliability

3.1.1 The solution shall have reliability. Reliability is the probability that the system will be able to process work correctly and completely without being aborted.

3.1.2 The minimum acceptable level of reliability is: “Always on.” 24x7x365.

3.1.3 Required reliability defined: Mean Time between Failure is the number of time units the system is operable before the first failure occurs.

3.2 Recoverability

3.2.1 In the event the application is unavailable to users (down) because of a system failure, functionality shall be restored within 30 minutes after the failure is detected.

3.2.2 In the event the database is corrupted, the database shall be capable of being restored to its previous condition no more than the last hour before the corruption occurred.

3.2.3 If the process site (hardware, data, and onsite backup) is destroyed, the application shall be able to be restored in thirty (30) minutes.

3.3 Fault Tolerance

3.3.1 The solution shall have fault tolerance. Fault tolerance is the ability to remain partially operational during a failure.
3.3.2 If a component fails to function, the application shall continue to provide access to CAD, Records Management System (RMS), Harris County (HC) & Internal databases.

3.3.3 The level of performance degradation that is acceptable is no more than 30 seconds on a date query.

3.4 Performance

3.4.1 Response time for queries and updates shall be within seconds.

3.4.2 Expected volume of user activity (for example, number of transactions per hour, day, or month): millions of records within multiple databases.

3.5 Back Office Software

3.5.1 System shall support 100 simultaneous users and be scalable to 2000 simultaneous users.

3.5.2 The solution shall provide the capability to setup multiple layers of security and configurations so that certain matches (certain covert operations databases, etc.) will alert only those persons with the appropriate privileges.

3.5.3 The solution shall provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.

3.5.4 The contractor shall provide a customized back office software system (BACK OFFICE) so that HPD can manage all the data collected by the various database scans. In addition, the software shall provide HPD with the capability to manage the database functions and the user administration functions.

3.5.5 The solution shall provide the ability to customize the client application screens and alarms based on system hits.

3.5.6 The solution shall provide the System Administrator with the ability to import and export national and local databases from a website, File Transfer Protocol (FTP) location, or network address.

3.5.7 The solution shall allow for the definition of custom hotlist import formats that enables a standard text file in comma separated value (CSV) format to be easily imported and made useable by the system without the need of contractor involvement.

3.5.8 The solution shall provide application security that will allow HPD to assign users to a group(s) with a defined role.

3.5.9 The solution shall allow an administrator to easily import users from their Active Directory, assign users to a group and establish a password.

3.5.10 The solution shall allow the administrator to view users currently logged into the system and manage users as needed.

3.5.11 The solution shall provide reporting system statistics (reads, hits, etc.) for a given timeframe, or login ID.
3.5.12 The solution shall provide the capability to print specific stored data and/or images at the discretion of the System Administrator.

3.5.13 The solution shall provide a customizable email alert notification template.

3.5.14 The solution shall provide the system administrator with the capability to configure notification rules for specific hotlist and/or define associated user group roles.

3.5.15 The solution shall allow real-time monitoring of reads and/or hits from various mobile systems, such as those used in a dispatch facility.

3.5.16 The solution shall utilize Active Directory, users and groups.

3.5.17 Any cloud-based storage proposed shall be CJIS compliant and approved by HPD (current preference is MS Azure).

3.5.18 The solution shall be IPV6 Compatible.

3.5.19 The solution shall not be dependent on plugins (java flash active X silver light etc.).

3.5.20 The solution shall use the latest version of Microsoft Windows and shall be on premise, cloud, or hybrid based.

4.0 CONTRACTOR PROJECT MANAGEMENT RESPONSIBILITIES

4.1 Review the SOW and any associated documents.

4.2 Establish and maintain project communications.

4.3 Review and administer the Project Change Control Procedure.

4.4 Develop a project schedule.

4.5 Measure, track, and evaluate progress against the project schedule.

4.6 Resolve deviations from the project schedule.

4.7 Coordinate and manage the technical activities of its project personnel.

4.8 Conduct regularly scheduled meetings with your project team to review project status and prepare status reports.

5.0 IMPLEMENTATION SERVICES

5.1 The proposal shall include all removal and installation activities for the new devices and related equipment including the following tasks:

5.1.1 The contractor shall include a pre-installation owner checklist that covers hardware, software, and staffing levels provided by HPD.

5.1.2 The contractor shall provide a list of corporate and technical references for project implementations that were completed within the past three (3) years utilizing the same and/or similar proposed system. HPD reserves the right to contact previous customers not specifically provided.

5.1.3 The contractor shall identify a primary point of contact for the implementation services.
5.1.4 The contractor shall not change proposed project team personnel for which a resume is submitted without notifying the HPD Project Manager and/or designee in writing within thirty (30) calendar days of the intended change.

5.1.5 The contractor shall be responsible for removing and securely storing old equipment as directed by HPD.

6.0 TRAINING

6.1 The training shall be provided by the contractor and shall include:

6.1.1 An introduction to the new hardware and software.

6.1.2 Flexible individual training.

6.1.3 Training manuals and any course materials.

6.1.4 Trainees will be included in the installation activities to experience actual installation processes.

6.1.5 The contractor shall train HPD Technology Services (TSC) personnel in the proper installation and troubleshooting.

6.1.6 The contractor shall train all HPD officers/civilians on usage of the new solution.

6.1.7 The contractor shall make recommendations for on-site training and/or propose facilities for HPD personnel to configure, use, and maintain the system based on the requirements stated in this document.

7.0 WARRANTY AND LICENSING

7.1 The contractor shall provide ongoing hardware/software installation support for a minimum period of three (3) years plus two (2) one-year options from the date of “go-live” acceptance by HPD.

7.2 The contractor shall include and describe any warranties or guarantees that are applicable to the offered products and services.

7.3 The contractor shall define in the contract any warranty boundaries. At a minimum, the solution will be warranted against deficiencies in functionality and defects in operation for a period of three (3) years plus two (2) one-year options from the date of “go-live” acceptance by HPD.

7.4 The contractor shall include pricing for extending the warranty beyond three (3) years plus two (2) one-year options in the form of a yearly maintenance agreement.

8.0 MAINTENANCE AND SUPPORT

8.1 The contractor shall provide three years plus two one-year maintenance offerings.

8.2 The contractor shall include various levels of maintenance including an option for on-site support within twenty-four (24) hours of notification for the lifetime of the support contract. All support options will provide upgrades, fixes, and patches at no additional charge to HPD during the period of support.

8.3 The contractor shall fully describe the various methods used to resolve reported problems.
8.4 The contractor shall provide state and local legislative mandates at no additional charge.

9.0 ACCEPTANCE TESTING

9.1 The contractor shall test the functionality of the hardware and software in all.

9.2 HPD resources will create and provide to the contractor the acceptance test.

9.3 Acceptance shall be determined by evaluating the failed acceptance testing document. HPD shall provide final approval to proceed with existence of known functional issues or bugs if HPD so desires.

10.0 TRAVEL ARRANGEMENTS

10.1 HPD shall not be responsible for any travel and expenses incurred by the contractor or any sub-contractor(s) related to onsite installation, on-site training and education activities, onsite engineering and integration services, or any other activities related to this project.

11.0 FACILITIES OR PERSONNEL

11.1 Unless directly related to this project, the contractor and its employees are prohibited from using HPD’s facilities (such as office space or equipment), clerical or technical personnel for the performance of services not specified in the project.

12.0 ASSUMPTIONS

12.1 HPD resources and/or staff shall be available for this project.

12.2 The contractor shall provide the necessary technical support during the project implementation.

12.3 The contractor shall provide software application installation, hardware requirements, and basic software troubleshooting procedures.

12.4 HPD utilizes the latest Microsoft Windows environment using active directory. HPD utilizes the latest Microsoft Windows on desktop computers and laptops.

12.5 HPD utilizes the latest Microsoft SQL Server for databases.

12.6 HPD utilizes HP servers.

13.0 CHANGE CONTROL PROCESS

13.1 Requests to change the scope of the project may be made at any time during the project by either party. The following details the process to follow should a change be required.

13.1.1 A Project Change Request (PCR) shall be used to request changes to the deliverables contained in the SOW.

13.1.2 The PCR shall describe the change, rationale for the change and the effect the change will have on the project.

13.1.3 HPD and the contractor shall review the proposed change and approve it for further investigation, rejection, or deferral. The contractor shall specify if there will be any charges or time delays for such investigation.
13.1.4 A written change authorization shall be signed by both parties to authorize implementation of the investigated changes. Under no circumstances are project team members authorized to issue verbal changes that may affect the SOW, enter into any agreement that affects the SOW or that causes the contractor to incur any costs, without approval.

14.0 OWNERSHIP OF DELIVERABLES

14.1 The deliverables created by the contractor in whole or in part while performing the services hereunder whether in physical, electronic, or other form and whether during regular business hours or using HPD facilities, equipment, or personnel of HPD will be the sole property of HPD free and clear, and may not be sold, given, or published in any manner without written authorization from HPD.

15.0 COMPLETENESS

15.1 The contractor is responsible for providing, installing, making operational, and maintaining all components required to make the proposed system fully operational with a high degree of performance. All software, hardware, cables, connectors, services, training documentation, or any other item that necessary to make the systems fully functional and productive is the responsibility of the contractor unless specifically defined as a HPD responsibility. Any oversights or omission on the part of the contractor will be the Contractor’s responsibility to provide at their cost.

15.2 The contractor shall be responsible for and will be held accountable for making sure all hardware, software, and service components are working together in the delivered solution. It will be the HPD Project Manager’s sole discretion that the contractor has met the obligations of this contract.

PART III – EVALUATION AND SELECTION PROCESS

1.0 Evaluation Committee

An evaluation committee shall evaluate Proposers’ submissions in accordance with the evaluation criteria listed in Item 5.0 below. Upon completion of phase one of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)’ meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. 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.

2.0 Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.
3.0 Selection Process

The City intends to select a proposal that best meets the needs of the City and that provides the best overall value. 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. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City officials.

4.0 Best and Final Offer (“BAFO”)

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary. At minimum, the BAFO shall include 1) a final Fee Schedule with associated costs; and 2) address any outstanding items previously identified during the evaluation of Proposals.

If the City chooses to invoke a BAFO option, Proposals shall then be re-evaluated by the evaluation committee. The BAFO shall include instructions, requirements, and a specified submission due date.

5.0 Evaluation Criteria

Phase One

5.1 Responsiveness of Proposal (Pass/Fail)

The proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials. The following document must be completed and included:

5.1.1 Exhibit IX – RTCC Operations Support System Consolidated Requirement Matrix. See website for working copy.

5.1.1.1 The inability to deliver and/or provide a response to each requirement listed shall eliminate a contractor’s proposal from consideration.

5.2 Technical Competence/Requirements (100 Points per Evaluator)

The proposal shall be evaluated based on the extent to which the proposed solution meet the needs of the City including but not limited to the desired features, training program, and ease of use, as expressed in this RFP.

5.2.1 Qualifications and specialized experience successfully developing and implementing a system solution in similar or larger size as requested in this RFP. (20 Points).

5.2.2 Quality of proposed strategy and operation plan to successfully perform and implement each functional requirement as outlined in this RFP. (25 Points).

5.2.3 Quality of proposed plan of action to successfully perform and manage each non-functional requirement as outlined in this RFP (20 Pts).

5.2.4 Quality of proposed training, maintenance and support plan of action. (25 pts).
5.2.5 Quality of proposed M/WBE Participation aligned with the project scope (Pass/Fail).

5.2.5.1 Ability to meet the required 24% level of subcontracting participation or a demonstrative Good Faith Efforts presented by Proposer.

5.2.6 Financial Stability of the Proposer (Pass/Fail)

5.2.6.1 If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

5.2.6.1.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

5.2.6.1.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

5.2.6.1.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.2.6.1.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer’s financial ability to perform this contract.

Phase Two

5.3 All Items listed Phase One “Technical Competence/Requirements” + Price Proposal (10 Points per Evaluator) – Will not be considered in phase one of the evaluation phase.

THE PRICE PROPOSAL AND M/WBE DOCUMENTS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label “Price Proposal”. Do not include these documents in the Technical Response.

Note: Hire Houston First (HHF) Program can be found in the City of Houston’s Code of Ordinances (the “Code”), Ch. 15, Article XI. At the end of scoring Proposals, preference points shall be distributed in the following manner:

- 5 Points: For Proposer firm residing within the City of Houston city limits.
- 3 Points: For Proposer whose firm is a local business residing within the local area as defined by section 15-176 of the Code.
- 0 Points: For Proposer whose company does not reside within Houston city limits, or within the local area as defined by section 15-176 of the Code.

6.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of work, as provided herein, or deemed necessary and/or desirable by the City.
7.0 INVOICING

The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:

City of Houston
Houston Police Department
P. O. Box 3685
Houston, Texas 77251

The City requires timely and accurate accounting and billing information.

PART IV – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

1.1 Number of Copies. Submit six (6) copies of the Technical Proposal, including one (1) printed original signed in BLUE ink, and five (5) electronic copies of the Technical Proposal (only) on thumb drives sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

City Secretary’s Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

1.1.1 Technical Proposal. Submit one (1) original and six (6) thumb drives in a separate single sealed envelope bearing the assigned solicitation number and title.

1.1.2 Price Proposal/ Fee Schedule and M/WBE documents. Submit one (1) copy of the Price Proposal/ Fee Schedule and M/WBE documents on a thumb drive in a separate single sealed envelope bearing the assigned solicitation number and title.

The City 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. Proposals must 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 and shall be securely bound. Submission materials will not be returned to Proposers.
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; Submission of the Technical Proposal. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal.

The outside wrapping/envelope of the Price Proposal/ Fee Schedule and M/WBE documents shall clearly identify the content as “Price Proposal/ Fee Schedule and M/WBE documents” and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer’s Technical Proposal.

1.6 Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Price Proposal/ Fee Schedule and M/WBE documents must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary’s Office. Packages delivered by express mail services to other locations may not be re-delivered to its destination by the deadline hour.

1.7 Proposers Responsible for Timely Submission. 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 received, regardless of whether the delay is caused by the U.S. Postal Service, a 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.

2.2 Executive Summary: The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion.

2.3 Offer and Submittal Form: See Exhibit I

2.4 General Company Information: Provide the name of Proposer’s company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.
2.5 **Key Personnel / Organization Chart:** Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City’s best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

2.6 **Knowledge, Experience and Proposed Plan of Action(s):**

2.6.1 Summarize three or more jobs (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer’s experience developing and implementing systems in similar or larger size for a major metropolitan area;

2.6.2 Submit a written detailed plan of action on how Proposer will successfully perform and implement each functional requirement as outlined in this RFP.

2.6.3 Submit a written detailed plan of action to successfully perform and implement each non-functional requirement as outlined in this RFP;

2.6.4 Submit a written detailed training, maintenance and support plan of action.

2.6.5 Company track record: Provide a summary of company’s background history, number of years in business;

2.7 **Price Proposal -** THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label “Price Proposal”.

2.8 **RTCC Operations Support System Consolidated Requirement Matrix:**

2.8.1 Submit a completed copy of Exhibit IX. See website for working copy.

2.9 **Client References:** Provide reference name and contact information for three (3) clients for whom Proposer has provided similar solution to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:

- Name and location of project(s);
- “CURRENT” reference contact name, telephone numbers, and e-mail addresses;
- Job/service completion date(s) or status;

**M/WBE Participation:** Identify M/WBE subcontractor(s) and submit a signed “M/WBE Letter of Intent” form identifying the role of each subcontractor for this implemented project. THE M/WBE DOCUMENTS MUST BE SUBMITTED IN SAME ENVELOPE AS PRICE PROPOSAL. Do not include these documents in the Technical Response.
2.10  **Financial Stability**: If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

2.10.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

2.10.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

2.10.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

2.10.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer’s financial ability to perform this contract.

2.11  **Exceptions to Standard Contract**: Provide any exceptions to the standard contract and include the rationale for taking the exception. Such exceptions will be considered when evaluating the Proposer’s response to this RFP. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

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

2.13  **Conflict of Interest**: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

2.14  **Other**: Provide 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, etc.

2.15  **Forms and Certifications**: Complete all forms and certifications attached, as appropriate.

2.16  **Contract**: Review Exhibit X – Sample Contract. Located on website.

2.17  **Price Proposal/Fee Schedule**: Please separately submit a Price Proposal/ Fee Schedule with the level of detail provided in Exhibit VII.

**Part V – EXCEPTIONS TO TERMS AND CONDITIONS**

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 or designee, 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.

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.
Part VI – SPECIAL CONDITIONS

1.0  No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, 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.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of 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. 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  Minority and Woman Business Enterprises ("M/WBE")

Proposer shall comply with the City’s M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Proposer shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to M/WBE's. Proposer 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.

3.0  Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12  http://www.houstontx.gov/adminpolicies/5-12.pdf

4.0  Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

5.0  Anti-Boycott of Israel

Proposer certifies that Proposer is not currently engaged in and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
6.0 Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing
The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: http://www.houstontx.gov/execorders/1-56.pdf

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

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

2.0 Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, Conley Jackson preferably by e-mail to conley.jackson@houstontx.gov or by telephone at (832) 393-8733 no later than 12:00 PM, CST by Friday, March 8, 2019. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within 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. Only information supplied by the City 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 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 Post-Proposal Discussions with Proposer(s)

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

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

1.0 Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)


3.0 Fair Campaign Ordinance and Form “A” Fair Campaign (Exhibit III)

4.0 Contractor Ownership Disclosure Ordinance and Affidavit of Ownership or Control (Exhibit IV)

5.0 Anti-Collusion Statement (Exhibit V)

6.0 Bidder’s Statement of Residency (Exhibit VI)

7.0 Conflict of Interest Questionnaire (Exhibit VII)

8.0 Price Proposal (Exhibit VIII)

9.0 RTCC Operations Support System Requirement Matrix (Exhibit IX)

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

Required forms shall be supplied to the contractor after the award recommendation:

1.0 Insurance Requirements and Insurance Certificate


3.0 City Contractors’ Pay or Play Acknowledgement Form (POP-1) http://www.houstontx.gov/obo/payorplay/pop1.pdf and Pay or Play Certificate of Compliance (POP-2) http://www.houstontx.gov/obo/payorplay/pop2.pdf

4.0 Hire Houston First Affidavit (Download Copy at http://www.houstontx.gov/obo/hirehoustonfirst.html and submit to Office of Business Opportunity by e-mail to HireHoustonFirst@houstontx.gov or fax to 832-393-0646, or submit copy with proposal.

5.0 Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
6.0 Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at
https://www.ethics.state.tx.us/tec/1295-Info.htm

PART X –PRICE PROPOSAL / FEE SCHEDULE

Solely for evaluating the Proposal, please complete the Exhibit VIII Price Proposal located on website
“Titled – Exhibit VIII Price Proposal”. In the event of any additional services associated with this
project, the rates charged shall not exceed those indicated in Exhibit VIII.
PAGE INTENTIONALLY LEFT BLANK
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

1. **Name:** ___________________________________  **Phone No.:** ____________
   **Address:** ____________________________________________________________
   **Contract Award Date:** ____________  **Contract Completion Date:** ____________
   **Contract Name/Title:** _________________________________________________
   **Email:** _____________________________________________________________
   **Project Description:** _________________________________________________

2. **Name:** ___________________________________  **Phone No.:** ____________
   **Address:** ____________________________________________________________
   **Contract Award Date:** ____________  **Contract Completion Date:** ____________
   **Contract Name/Title:** _________________________________________________
   **Email:** _____________________________________________________________
   **Project Description:** _________________________________________________

3. **Name:** ___________________________________  **Phone No.:** ____________
   **Address:** ____________________________________________________________
   **Contract Award Date:** ____________  **Contract Completion Date:** ____________
   **Contract Name/Title:** _________________________________________________
   **Email:** _____________________________________________________________
   **Project Description:** _________________________________________________
EXHIBIT I  
LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

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<th>SEGREGATED PART OF WORK</th>
<th>SUBCONTRACTOR/SUPPLIER</th>
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# EXHIBIT II
## ATTACHMENT “A”
### SCHEDULE OF MWBE PARTICIPATION

<table>
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<tr>
<td>Bid Number:</td>
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<td>Formal Bid Title:</td>
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<tr>
<th>Name of Certified MWBE Subcontractor</th>
<th>Street Address, City, State, Zip Code, Tel # &amp; Email</th>
<th>Certification Type</th>
<th>NAICS Code (6 Digits)</th>
<th>Description of Work (Scope of Work)</th>
<th>% of Participation</th>
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| TOTAL                              | $                                                   |
| MWBE PARTICIPATION AMOUNT          | $                                                   |
| TOTAL BID AMOUNT                   | $                                                   |
If you have exhausted your best efforts to comply with the City’s MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________

**All firms listed above must be certified by the Office of Business Opportunity at the time of bid submission. This schedule of MWBE participation must be returned with the bid form.**

The undersigned will enter into a formal subcontracting agreement with the M/WBEs and suppliers listed on this participation plan upon award of a contract from the City.

Bidder Company Name

_________________________________________________

Signature of Authorized Officer/Agent/Bidder & Title

_________________________________________________

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

_________________________________________________

Date
EXHIBIT II
ATTACHMENT “B”
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE 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/BE Goal: ________________________________

______________________________, agrees to enter into a contractual agreement with
    Prime Contractor

______________________________, who will provide the following goods/services in connection
    MWBE 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/BE Subcontractor) Opportunity to function in the aforementioned capacity.

______________________________ Intend to
    Prime Contractor

______________________________
    M/W/BE 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 Contactor)

______________________________
    Signed (M/W/BE Subcontractor)

______________________________
    Printed Signature

______________________________
    Printed Signature

Title __________________________
    Date __________________________

Title __________________________
    Date __________________________
EXHIBIT II
ATTACHMENT “C”
CERTIFIED MWBE SUBCONTRACT TERMS

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION” and contain the following terms:

1. _______________________(M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontract or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).

2. _______________________(M/WBE 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 MWBE 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 MWBE 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 MWBE UTILIZATION REPORT

Report Period: _____________________

PROJECT NAME & NUMBER: _______________________________  AWARD DATE:_____________________________

PRIME CONTRACTOR: ____________________________________  CONTRACT NO.: ___________________________

ADDRESS: ______________________________________________  CONTRACT AMOUNT:_________________________

LIAISON/PHONE NO.: ____________________________________  MWBE GOAL: ____________________________

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<th>MWBE SUB/VENDOR NAME</th>
<th>DATE OF OBO CERTIFICATION</th>
<th>DATE OF SUBCONTRACT</th>
<th>SUBCONTRACT AMOUNT</th>
<th>% OF TOTAL CONTRACT</th>
<th>AMOUNT PAID TO DATE</th>
<th>% OF CONTRACT TO DATE</th>
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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:

MWBE’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% of 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

CONTRACTOR SUBMISSION LIST
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 Chapter 18 of the Code of Ordinances.

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor 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, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

The term “contractor” means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the City Council agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name: ________________________________________________________
Firm or Company Address: _____________________________________________________

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

[ ] SOLE PROPRIETOR

Name ___________________________ ___________________________ Address

[ ] A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP (IF NONE STATE “NONE”)

Name ___________________________ ___________________________ Address

Name ___________________________ ___________________________ Address

[ ] A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE “NONE”)

Name ___________________________ ___________________________ Address
<table>
<thead>
<tr>
<th>Name</th>
<th>Member/Manager</th>
<th>Address</th>
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[ ] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE “NONE”)

<table>
<thead>
<tr>
<th>Name</th>
<th>Director</th>
<th>Address</th>
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LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE “NONE”)

<table>
<thead>
<tr>
<th>Name</th>
<th>Officer</th>
<th>Address</th>
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</table>

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)

<table>
<thead>
<tr>
<th>Name</th>
<th>Owner</th>
<th>Address</th>
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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 knowledge of the accuracy of the information provided herein.

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

12/15/2016
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.
INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE THAT FACT TO AVOID REJECTION OF THIS AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF ______________ $
COUNTY OF ______________ $

BEFORE ME, the undersigned authority, on this day personally appeared __________________________ __________________________ (the “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:

[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:

[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity; and
6. All owners of 10% 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] ________________________________

**10% 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] ________________________________
7. 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

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
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): “Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1):
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.
EXHIBIT VII
CONFLICT OF INTEREST QUESTIONNAIRE

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

<table>
<thead>
<tr>
<th>1</th>
<th>Name of vendor who has a business relationship with local governmental entity.</th>
</tr>
</thead>
</table>

| 2 | Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) |

| 3 | Name of local government officer about whom the information is being disclosed. |

| 4 | Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. |

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

| Yes | No |

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

| Yes | No |

| 5 | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest or one percent or more. |

| 6 | Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). |

| 7 | Signature of vendor doing business with the governmental entity |

Form provided by Texas Ethics Commission  www.ethics.state.tx.us  Revised 11/30/2015