

CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
LABORATORY TESTING SERVICES
SOLICITATION NO.: S63-T29374

Date Issued: October 2, 2020

Pre-Proposal Conference: October 13, 2020 at 2:00 PM
Teleconference Meeting
Dial in#: +1-936-755-1521
Conference ID: 413 756 029#

**Pre-Proposal Questions
Deadline:** October 23, 2020 @ 4:00 P.M

Solicitation Due Date: November 5, 2020 @ 2:00 P.M., CST

Solicitation Contact Person: Eloise Gonzalez
Eloise.Gonzalez@houstontx.gov
832-393-8728

Project Summary: This is for a three (3) year contract with two (2) one-year options to renew annually, for a maximum five-year contract term for Laboratory Testing Services for the Houston Health Department.

Project Description: The City of Houston ("City") seeks proposals from qualified proposers to provide Hematology/Clinical Chemistry/Microbiology specimen testing for the Houston Health Department (HHD) Center for Community Health Services (CCHS) and Tuberculosis (TB) programs.

NIGP Code: [193-14]

MWBE Goal: 11%



Jerry Adams, Chief Procurement Officer

10/2/2020

Date

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PART I – GENERAL INFORMATION

A. General Information

The City of Houston ("City") is currently seeking proposals from qualified proposers to submit a proposal to provide Hematology/Clinical Chemistry/Microbiology specimen testing for the Houston Health Department (HHD) Center for Community Health Services (CCHS) and Tuberculosis (TB) programs. Proposals are solicited for this service for the City in accordance with the specifications, terms and conditions as set forth in this Request for Proposals (RFP).

B. City of Houston Background

The City is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

C. Solicitation Schedule

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	October 2, 2020
Pre-Proposal Tele-Conference	October 13, 2020
Questions from Proposers Due to City	October 23, 2020
Proposals Due from Proposers	November 5, 2020
Notification of Intent to Award (<i>Estimated</i>)	January 8, 2021
Council Agenda Date (<i>Estimated</i>)	January 27, 2021
Contract Start Date (<i>Estimated</i>)	February 28, 2021

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PART II – SCOPE OF WORK

A. Purpose (Statement)

The City seeks proposals from qualified vendors to provide Laboratory Testing Services for the Houston Health Department (HHD) Center for Community Health Services (CCHS) and Tuberculosis (TB) programs.

B. Scope of Services

1. The contractor shall perform Hematology/Clinical Chemistry/ Microbiology specimen testing for the Houston Health Department (HHD) Center for Community Health Services (CCHS) and Tuberculosis (TB) programs.
2. The contractor shall be able to perform genital and extragenital culture and susceptibility testing for Gonorrhea, Chlamydia for all patients including those patients under the age of 16 and shall direct specimens to the appropriate facility representative.
3. The contractor shall designate a single point of contact, with a backup, during normal business hours for consultation via telephone and email regarding any test result issues or to report delays at no extra charge.
4. The contractor shall provide the HHD CCHS representative or designee a monthly report indicating the types of testing and lab results being conducted at all sites on a monthly basis. The report, at a minimum, shall include all items listed in Section D and must be submitted in an electronic format.
5. The monthly report shall be submitted in an electronic format via a link or through access to the contractor website for testing services.
6. The contractor shall be required to notify HHD CCHS via email and telephone within 24 hours of any malfunction that will affect the reporting of lab tests results to the HHD CCHS representative or designee.
7. The contractor shall be Clinical Laboratory Improvement Amendments (CLIA) certified and guarantee accurate and reliable test results.
8. The contractor shall follow procedures, policy and general approach required by Federal and State law in a laboratory to guarantee the analytical results generated are evocative, convincing and appropriate for the decisions which will be made for the data received.
9. Contractor shall visit the Centers for Community Health Services facilities listed in Section E at least daily to retrieve specimens from designated collection bins.
10. Contractor shall provide a Training Representative to the HHD CCHS personnel on proper handling of specimens and notify the CCHHS representative of integrity of specimen collected at the site for processing i.e. storage handling issues.

C. Quantity of Work:

1. There is no guarantee of actual quantities, as the City does not guarantee any particular quantity of service during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. Work will be on an as-needed basis as specified by the City's HHD Director for each order.

D. Test Reporting

The lab report shall be submitted in a Data Report Format, and include (at a minimum) the following fields:

- Date test collected
- Patients Date of Birth
- Patient Phone Number
- Test Name
- Date Result Was Released
- Normal Value
- Patient Medical Record Number
- Service Provider
- Clinic Name
- Patient's Gender

E. List of Testing Locations

All testing will take place at the following CCHS facilities:

La Nueva Casa de Amigas Health Center
1809 N. Main, Houston, TX 77009

Northside Health Center
8504 Schuller, Houston, TX 77093

Sharpstown Health Center
6201 Bonhomme, Houston, TX 77036

Sunnyside Health Center
9314 Cullen, Houston, TX 77051

PART III – EVALUATION AND SELECTION PROCESS

A. Evaluation Committee

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Item E below. Upon completion 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.

B. 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.

C. 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.

D. 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; 2) address any outstanding items previously identified during the evaluation of Proposals; and 3) any other issue the City requires to make an informed decision.

E. Evaluation Criteria

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.

2. Technical Competence/Requirements (100 Points)

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 requirements listed and expressed in this RFP.

Capacity to Perform (35 points)

Explain the number of lab testing locations, address of locations, hours of locations, and staffing levels at each location the City may utilize under this contract. Confirm that all services requested on the fee schedule are available at each of the locations listed.

Pricing (30 Points)

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".

Provide competitive pricing based on the format outlined in Part X – Fee Schedule.

Experience (20 points)

Explain your company history and experience including number of years in business, types of services your company can and does provide, documentation of professional certifications and licenses for staff supporting this contract, and any additional information deemed important by your company for evaluation of this section.

Record Control System Capabilities (10 points)

Explain your company's capabilities for record control and notifications to employees and Department Contract Managers.

Past Performance/References (5 points)

Provide at a minimum three (3) references from customers with similar size and scope to the City. The list of references should be documented on Exhibit 1 – References, List of Previous Customers

Note: The 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 conclusion 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.

Quality of proposed M/WBE Participation aligned with the project scope (Pass/Fail)

Ability to meet the required 11% level of subcontracting participation or a demonstrative Good Faith Efforts presented by Proposer.

Financial Stability of the Proposer (Pass/Fail)

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

- 1) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- 2) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- 3) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 4) A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

- 5) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- 6) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

- 7) A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

- 1) Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

F. ADDITIONAL RELATED SERVICES

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

G. INTERLOCAL AGREEMENT: (if applicable)

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

H. INVOICING

1. 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:

Department of Health and Human Services
Attention: Director
P. O. Box 1562
Houston, Texas 77251

2. The City requires timely and accurate accounting and billing information.

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PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. **Number of Copies.** Submit **seven (7)** printed copies of the Technical Proposal, including one (1) printed original signed in BLUE ink, and **seven (7)** electronic copies of the Technical Proposal on **seven (7) separate 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

Submit seven (7) printed copies of the Fee Schedule in a separate single sealed envelope bearing the assigned solicitation number (located on the first page of this RFP document) and clearly identifying to content as the Fee Schedule to the location provided above.

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.

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. With the exception of City holidays, the normal business hours for the City Secretary's office are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.
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.
4. **Complete Submission.** Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
5. **Packaging and Labeling; Submission of Fee Schedule.** 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 Fee Schedule shall clearly identify the content as "Fee Schedule" 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.
6. **Delivery of Proposals.** The Proposal, including the Technical Proposal, all required forms, and the Fee Schedule 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 final destination by the deadline hour.
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.

B. Submission Requirements

1. Cover Letter: The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
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.
3. Offer and Submittal Form: See Exhibit I
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.
 - 4.1 Key Personnel: 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.
5. Capacity to Perform: Explain the number of lab testing locations, address of locations, hours of locations, and staffing levels at each location the City may utilize under this contract. Confirm that all services requested on the fee schedule are available at each of the locations listed.
6. Experience: Provide detailed relevant information about Proposer's knowledge and experience, including:
 - 6.1 Explain company history and experience including number of years in business, types of services your company provides;
 - 6.2 Documentation of professional certifications and licenses or any additional important information about Proposer's company.
7. Record Control System Capabilities: Explain Proposer's capabilities for record and notifications to employees and Department Contract Managers.
8. Past Performance/References: Provide at a minimum, three (3) references from customers with similar size and scope to the City. The list of references should be documented on Exhibit 1 – References, List previous customers.
9. 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.
10. Financial Stability:
 - 10.1 If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:
 - 8.1.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

- 8.1.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
 - 8.1.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 8.1.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.
- 8.2 If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:
- 8.2.1 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
 - 8.2.2 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - 8.2.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;
- OR
- 8.2.4 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.
9. Exceptions to Standard Contract: Provide any exceptions to the standard contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
10. Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
11. 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.
12. Other/Test Reports: 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. Test Report samples shall be submitted in a Data Report Format, see Part II-Scope of Work, Section D: Test Reporting.
13. Forms and Certifications: Complete and attach all forms and certifications to include CLIA Certification as well as statements of HIPPA compliance.
14. Price Proposal/ Fee Schedule: Please separately submit a Price Proposal/ Fee Schedule.

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

A. No Contact Period

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

B. 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.

C. 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>

D. 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.

E. 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.

F. 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>

G. Preservation of Contracting Information

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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PART VII – INSTRUCTIONS TO ALL PROPOSERS

A. 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.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Procurement Specialist, Eloise Gonzalez preferably by e-mail to eloise.gonzalez@houstontx.gov or by telephone at (832) 393-8728 no later than 4:00, CST by Thursday, August 20, 2020. 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.

C. Letter(s) of Clarification

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

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

E. Post-Proposal Discussions with Proposer(s)

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

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I; see pgs. 20-22)
- B. Signed M/WBE Forms (Exhibit II; see pgs.23-27): Attachment "A" Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts; Attachment "B" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report; Attachment "C" Certified M/WBE Subcontract Terms; Attachment "D" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report
- C. Ownership Information Form (Exhibit III; see pgs. 28-33)
- D. Anti-Collusion Statement (Exhibit IV; see pg. 34)
- E. Conflict of Interest Questionnaire (Exhibit V; see pgs. 35-37)

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

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

- A. Insurance Requirements and Insurance Certificate
- B. Drug Policy Compliance Agreement (Exhibit "B"); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit "C"); Drug Policy Compliance Declaration (Exhibit "D") (see pgs. 36-39)
- C. 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>
- D. 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.
- E. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- F. 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 – FEE SCHEDULE

On the indicated lines, please provide Unit Price for each test.

Item	Description	Unit	Unit Price
1	HEMOBLOBINOPATHY	EACH	
2	CARDIO IQ™ CHOL TOT	EACH	
3	CARDIO IQ™ TRIGLYC.	EACH	
4	CDC (DIFF/PLT)	EACH	
5	CHOLESTEROL, TOTAL	EACH	
6	CULT, (U) ROUTINE	EACH	
7	GLUCOSE, PLASMA	EACH	
8	HEMOGLOBIN A1C	EACH	
9	HGB INDICES	EACH	
10	ORG ID I	EACH	
11	CYTYC PAP & RVW	EACH	
12	PATH REVIEW	EACH	
13	SUSC-I	EACH	
14	TRIGLYCERIDES	EACH	
15	URIC ACID	EACH	
16	ALBUMIN	EACH	
17	ALKALINEPHOSPHATASE	EACH	
18	ALT	EACH	
19	AST	EACH	
20	BASIC METAB PNL	EACH	
21	BASIC METAB PNL, W/O CA	EACH	
22	BASIC METAB PNL, PLASMA	EACH	
23	BILIRUBIN, TOTAL	EACH	
24	BILIRUBIN, DIRECT	EACH	
25	BILIRUBIN, FRAC.	EACH	
26	BUN/CREATRATIO	EACH	
27	CALCIUM	EACH	
28	CARBON DIOXIDE	EACH	
29	CHEM TEST 01	EACH	
30	CHEM TEST 02	EACH	
31	CHEM TEST 03	EACH	
32	CHEM TEST 04	EACH	
33	CHEM TEST 05	EACH	
34	CHEM TEST 06	EACH	
35	CHEM TEST 07	EACH	
36	CHEM TEST 08	EACH	
37	CHEM TEST 09	EACH	
38	CHEM TEST 10	EACH	
39	CHEM TEST 11	EACH	
40	CHEM TEST 12	EACH	
41	CHEM TEST 13	EACH	
42	CHEM TEST 14	EACH	
43	CHEM TEST 15	EACH	

Item	Description	Unit	Unit Price
44	CHEM TEST 16	EACH	
45	CHLORIDE	EACH	
46	CMP W/O ALT	EACH	
47	CMP W/O CO2, ALT	EACH	
48	COMP METAB PNL	EACH	
49	COMP METAB PNL, PLASMA	EACH	
50	COMP METAB W/ADJ CAL PLS	EACH	
51	CREATININE	EACH	
52	ELECTROLYTE PANEL	EACH	
53	ELECTROLYTE PNL, PLASMA	EACH	
54	GLUCOSE, SERUM	EACH	
55	HEPATIC FUNC PNL	EACH	
56	HEPATIC FUNC PNL W/O TP	EACH	
57	HEPATIC FUNC PNL, PLASMA	EACH	
58	PHOSPHATE (AS PHOS)	EACH	
59	POTASSIUM	EACH	
60	POTASSIUM, PLASMA	EACH	
61	PROTEIN, TOT & ALB PLASMA	EACH	
62	PROTEIN, TOT AND ALB	EACH	
63	PROTEIN, TOTAL	EACH	
64	PROTEIN, TOTAL PLASMA	EACH	
65	RENAL FUNC PNL	EACH	
66	SODIUM	EACH	
67	UREA NITROGEN (BUN)	EACH	
68	CARDIO IQ (TM)LIPID PANEL	EACH	
69	CARDIO IQ (TM) CHOL TOT	EACH	
70	CARDIO IQ (TM) HDL CHOL	EACH	
71	CARDIO IQ (TM) TRIGLYC.	EACH	
72	LIPID PANEL	EACH	
73	CHOLESTEROL, TOTAL	EACH	
74	HDL-CHOLESTEROL	EACH	
75	TRIGLYCERIDES	EACH	
76	HEPITITIS C (Genotype & Subtype)	EACH	
77	HEPATITIS C (EIA)	EACH	
78	HEPATITIS C (RNA Nucleic Acid Amplification)	EACH	
79	GONORRHEA (Culture & Sensitivity)*	EACH	
80	Hemoglobin (B)	EACH	
81	CBC (H/H,RBC,WBC,PLT)	EACH	
82	COVID-19	EACH	
83	CT/GC RNA, TMA, UROGEN	EACH	
84	HPV GENO 16, 18/45	EACH	
85	HPV RNA HR E6/E7 TMA	EACH	

*For males, females and minors.

**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: _____
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: _____

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

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION**

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWBE Subcontractor	Street Address, City, State, Zip Code, Tel # & Email	Certification Type {✓}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WBE			

TOTAL	\$
MWBE PARTICIPATION	\$
TOTAL BID AMOUNT	\$

**MWBE PARTICIPATION PLAN
GOOD FAITH EFFORTS**

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 Contractor)

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 subcontractor 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:** _____

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

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
MWBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Marsha Murray 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

EXHIBIT III

OWNERSHIP INFORMATION FORM

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 Fair Campaign Ordinance (Chapter 18 of the Code of Ordinances); and,
- c. The State of Texas Statement of Residency Requirements (Tex. Govt. Code Chapter 2252).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, 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, pursuant to Section 18-36 of the Code of Ordinances, 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.

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Bidder's email address

Email Address:

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE** IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (*specify in space below*)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____	Officer	_____	Address
Name _____	Officer	_____	Address
Name _____	Officer	_____	Address
Name _____	Officer	_____	Address
Name _____	Officer	_____	Address
Name _____	Officer	_____	Address

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

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:

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) continued.

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:
Business Address [No./Street]
City / State / Zip Code
Telephone Number
Email Address:
Residence Address [No./Street]
City / State / Zip Code

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:
Business Address [No./Street]
City / State / Zip Code
Telephone Number
Email Address:
Residence Address [No./Street]
City / State / Zip Code

ATTACH ADDITIONAL SHEETS AS NEEDED.

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal *[DESCRIBE]*:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature	Date
Printed name	
Title	

NOTE: This form constitutes a governmental record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

**EXHIBIT IV
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

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

Who must file a CIQ?

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

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

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

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Finance Department, Strategic Procurement Division, ATTN: Jerry Adams, Chief Procurement Officer; 611 Walker; Garden Level; Houston, Texas 77002. Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p><i>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</i></p> <p><i>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).</i></p> <p><i>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.</i></p> <p><i>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</i></p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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.	_____ Name of Officer	
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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 of one percent or more.		
6 <input type="checkbox"/> 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	_____ Date	

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/htm/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.