CITY OF HOUSTON

REQUEST FOR PROPOSALS (RFP)
Software Application and Services for Plat Tracker and Historic Preservation Tracker Solution
SOLICITATION NO.: S49-T29421

Date Issued:	August 07, 2020
Pre-Proposal Conference:	August 20, 2020 @ 10:00 A.M, CST Teleconference Meeting Dial in #: +1 936-755-1521 Conference ID:683 637 685
Pre-Proposal Questions Deadline:	September 03, 2020 @ 2:00 P. M., CST
Solicitation Due Date:	October 02, 2020 @ 2:00 P.M., CST
Solicitation Contact Person:	Norbert Aguilar norbert.aguilar@houstontx.gov 832-393-8751

Project Summary: This is for a five (5) year contract with two (2) one-year options to renew annually, for a maximum seven-year contract term for a software application and services for Plat Tracker (PT) and Historic Preservation Tracker (HPT) solution.

Procurement Description:
The City of Houston's Planning and Development department (PD) invites prospective vendors to submit a written proposal for a software application and services for Plat Tracker (PT) and Historic Preservation Tracker (HPT) solution. It is PD's goal to select a configurable commercial off the shelf (COTS) software application that requires minimal customization, to include implementation and support services. Proposals are solicited for this project for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposals (RFP).

NIGP Code: [208-11, 208-41, 208-81, 208-85, 209-49, 209-86, 918-29, 920-31 & 920-45]

MWBE Goal: 24%

Jerry Adams, Chief Procurement Officer

8/4/2020
Date

CM

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PART I – GENERAL INFORMATION

1.0 General Information

The City of Houston ("the City") is currently seeking proposals from qualified land management vendor(s) and services consultant(s) to replace existing systems for the Planning and Development (PD) department's platting and historical preservation processes.

The City intends to enter into one or more contracts for software delivery and implementation consulting services with the qualified Proposers to assist the City with the procurement of a new solution for managing their Platting process. The City recognizes the current and potential impact to the project with the recent COVID-19 disruption and encourages vendors to be creative in ensuring that collaboration, teamwork and transparency are retained to the extent possible for smooth delivery.

2.0 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.

3.0 Solicitation Schedule

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

EVENT	DATE
Date of RFP Issued	August 07, 2020
Pre-Proposal Conference	August 20, 2020
Questions from Proposers Due to City	September 03, 2020
Proposals Due from Proposers	October 02, 2020
Notification of Intent to Award (*Estimated*)	December 09, 2020
Council Agenda Date (*Estimated*)	February 04, 2020
Contract Start Date *(Estimated*)	March 15,2020

PART II – SCOPE OF WORK

1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to invite qualified submissions of proposals for software and implementation services for a new land management software solution for the City of Houston ("the City") Planning and Development (PD) department's platting and historical preservation business processes.

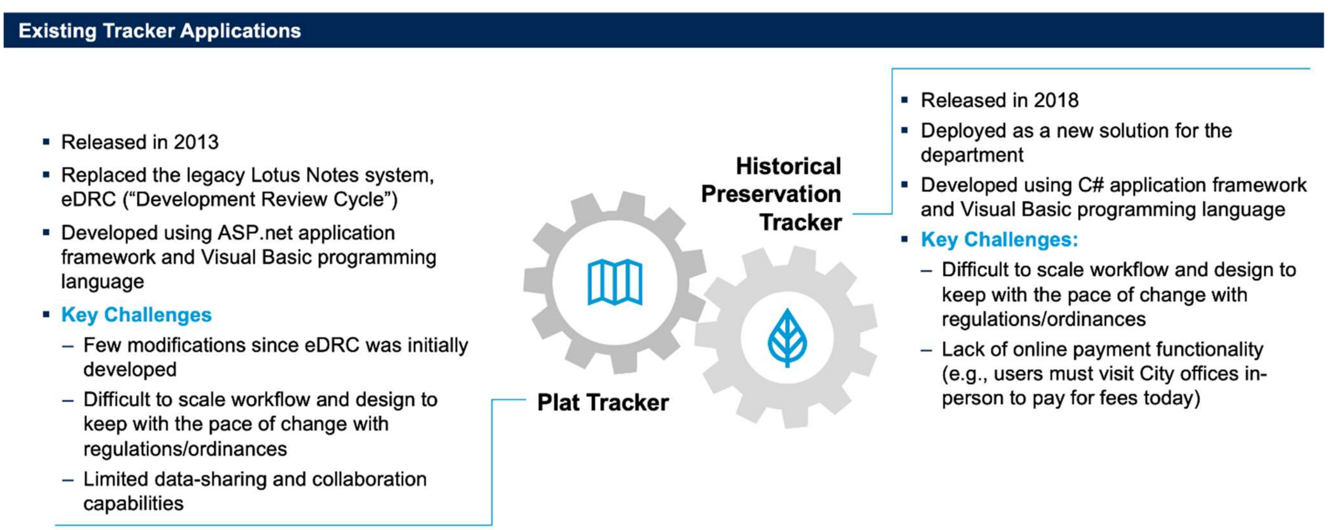
The City's objective is to select the most suitable proposal offering that balances the value of technology to appropriately deliver the current and future state needs for PD's platting and historical preservation processes. PD's goal is to select a configurable commercial off the shelf (COTS) SaaS solution that requires minimal customization and can be easily supported by City staff.

The City's vision is to deploy a solution that can support completely virtualized services as the shift to remote operations and collaboration continues to increase with recent market disruptions. To achieve this vision, the City defined the following project objectives for this RFP as shown in the figure below

2.0 BACKGROUND

PD currently manages their platting and historical perseveration business processes in two separate applications that were custom developed in-house by the City. The primary purpose for each existing "Tracker" applications are:

- **Plat Tracker** allows land planners, civil engineers and surveyors to submit subdivision plat applications for review and presentation to the Houston Planning Commission.
- **Historical Preservation Tracker** allows historic property owners and their agents to submit Certificate of Appropriateness (COA) applications for review and presentation to Historical Planning Commission.



The Tracker applications are primarily used by internal PD staff who engage with external review agencies and customers during review processes. The key stakeholder groups and estimated number of users are:

- Planning and Development: ~ 50 - 100 internal users
- Houston Information Technology Services ~ 3 internal users
- City of Houston Geographic Information System ~ 5 internal users
- External Review Agencies: ~ 30 agencies with at least one user account
- External Users for Tracker Applications: ~ 5000

A key differentiating capability of the existing Plat Tracker application is the management of digital plats. Applicants can upload a computer aided design (CAD) file to verify placement of the plat application in the parcel fabric before submitting a plat application. An automated batch process is scheduled to run every 10-minutes that converts the CAD file to geographic information system (GIS) data. Several key benefits were realized from this custom GIS solution, including reduced processing times and increased transparency with the public. The City is experiencing some of the common technical and operational challenges with incorporating non-native data sources such as CAD into their enterprise GIS. Therefore, the City is interested in using this procurement and implementation project as an opportunity to explore potential solutions to address these challenges.

While the existing Tracker applications have served their purpose well over the past seven years, the City wants to consolidate them into one enterprise solution that provides a single source of truth for the City's platting and historical preservation land management information.

3.0 SCOPE OF WORK

The table below provides a high-level overview of the project scope. Additional details are provided in the sections that follow, and in the Functional and Technical Requirements exhibits. (Exhibit VI and Exhibit VII, respectively).

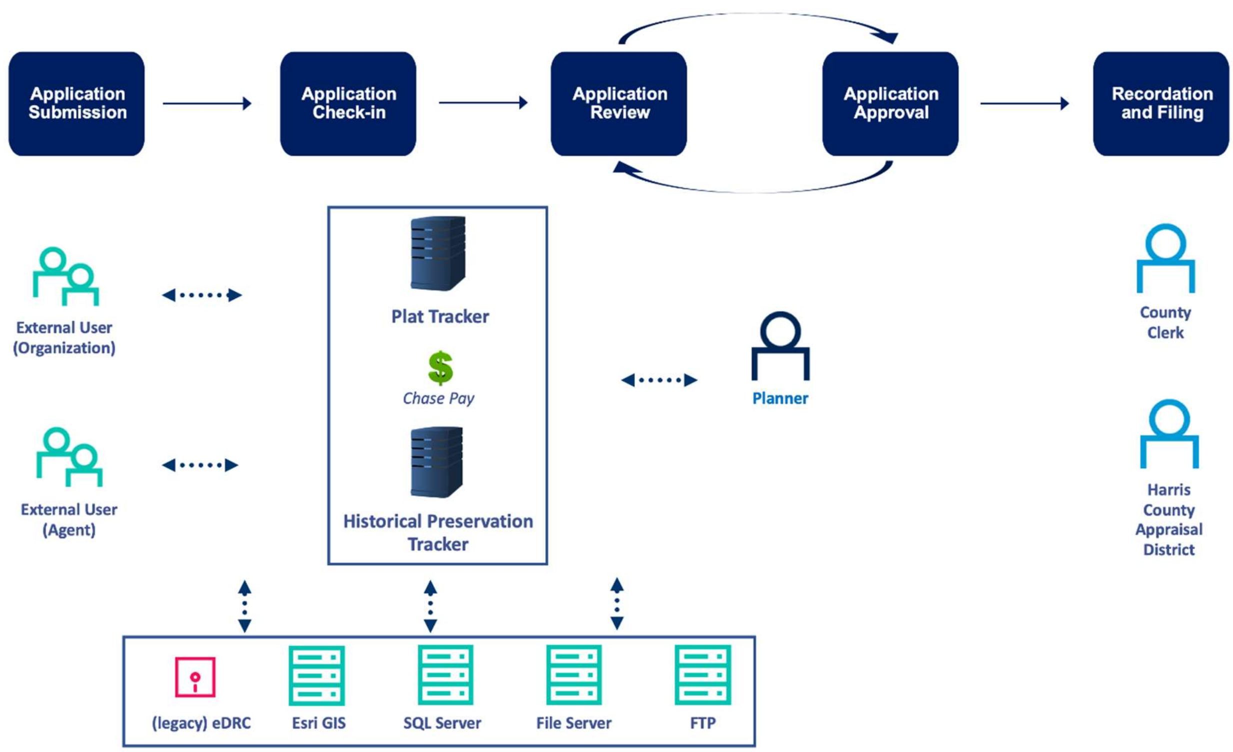
Table 1. Project Scope Overview

Scope Area	Description
Required System Interfaces	■ Esri GIS and Addressing Tool ■ ProjectDox for Permitting ■ Clickbook for Third-Party Scheduling ■ ChasePay for Online Payment ■ Active Directory ■ PowerBI for Analytics ■ ServiceNow for Test Tracking ■ Houston County Appraisal District for Recordation (Potential Future Interface)
Data Conversion Scope	■ The City is looking to convert all data since 2013 in current Plat Tracker application.
Implementation Services	■ The City is expecting the Vendor to provide the following implementation services. ❑ Project Management ❑ Business Process Analysis

	❑ Data Conversion and Migration ❑ Configuration ❑ Reporting and Analytics ❑ Interfaces and Third-Party Integration ❑ Testing, Verification and Acceptance ❑ Training ❑ Change Management
Support Services	■ The City is expecting the Vendor to provide the following support services. ❑ Database Administration ❑ Application Administration ❑ Escalation Support and Issue Resolution
Hosting	■ The City preference is a Software as a Solution (SaaS). The City defines this term as follows: Software that is owned, delivered, and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

I. Current State Environment

Figure 1. Current State Environment



II. Implementation Approach and Timeline

The City is looking for the vendor to propose an approach that logically sequences the deployment of the tracker applications to reduce risk while demonstrating successful releases of functionality early in the project. The vendor should also propose a realistic timeline that allows adequate time for all project activities necessary for a successful and quality deployment.

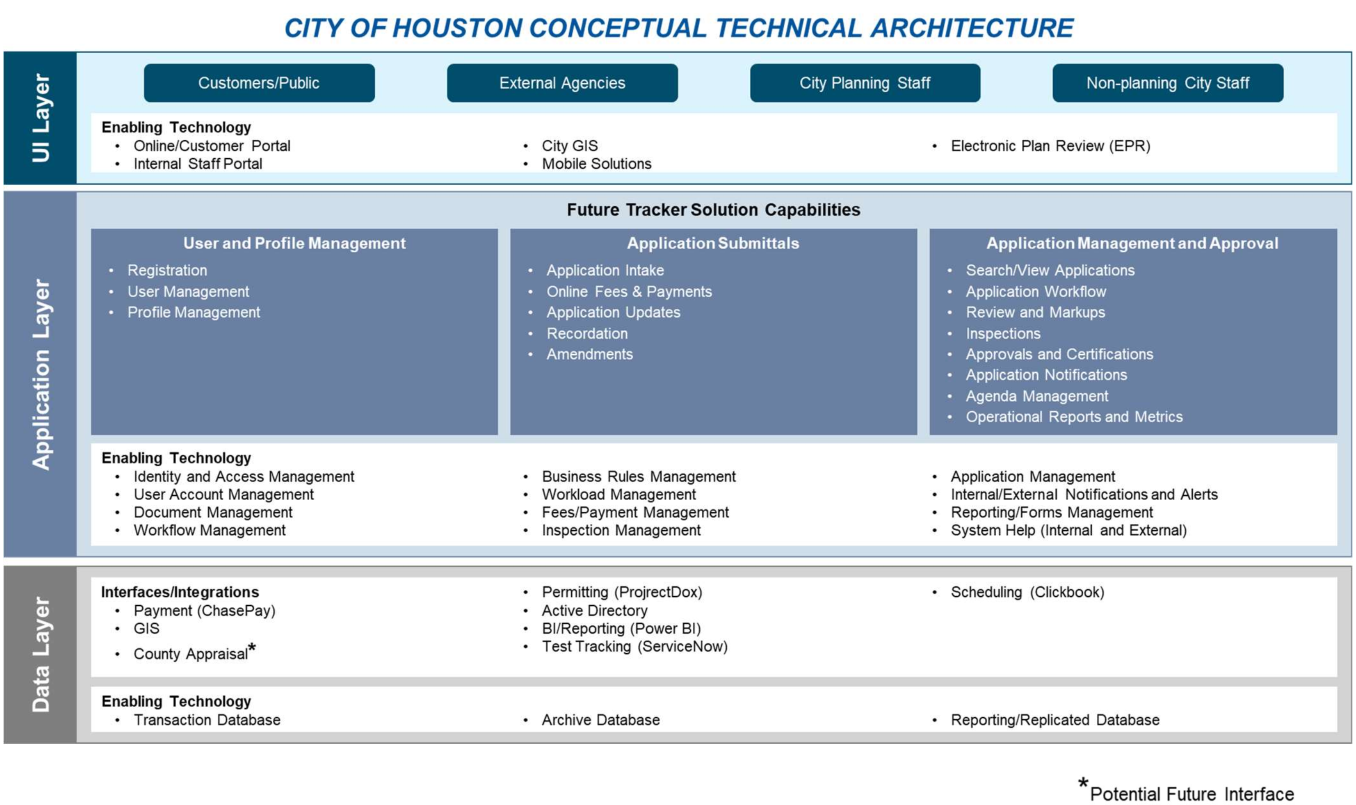
III. Desired Future State Capabilities

PD is looking for an enterprise solution with following key future state capabilities:

- ❑ Automated and web-based system that can support end-to-end business processes from application intake, review, recommendation, recordation, amendments and payments.
- ❑ Ability to manage, store and archive all current and historic documents related to applications with the ability to maintain version controls. The City's preference would be to have a solution that has an in-built document management capability.
- ❑ Ability to electronically review, mark-up, and comment on drawings, plans and plats with the capability to preserve the history of all comments and mark ups based on the internal and external agency reviews throughout the application lifecycle.
- ❑ Ability to verify placement of the plat application in the parcel fabric through the submission of computer aided design (CAD) and/or geographic information system (GIS) data in a standardized template and format to integrate with City's Esri GIS and Addressing Tool.

The diagram below provides a high-level overview of the major business capabilities expected to be supported by the new solution. The Conceptual Technical Architecture model below is intended to communicate the City's vision for how core business processes, staff portal, customer portal, mobile inspections, Electronic Plan Review (EPR) and several other interfaces shall work seamlessly together in the future system.

Figure 2. Conceptual Technical Architecture



PD is looking for standard land management capabilities to enable Tracker functionality in the future. Below are the high-level definitions for the future tracker solution capabilities.

- **User and Profile Management** – ability to have online and self-service resources available for customers to register and manage user profiles.
- **Application Submittals** – ability to intake various applications (draft and final) and processing of application fees and payments.
- **Application Management and Approval** – ability to manage, implement, and ensure application compliance process with land development regulations and standards, including plan reviews, inspections, approvals and/or certifications, and operational performance monitoring.

IV. Functional and Technical Requirements

A separate attachment lists the functional and technical requirements for both Plat Tracker and Historical Preservation Tracker. The requirements capture both the current and future state needs of the Tracker applications. Please refer to the matrices in the following: "Exhibit VI": Functional Requirements and "Exhibit VII": Technical Requirements.

V. Implementation Services

To implement the in-scope capabilities, the vendor will propose standard implementation services as described in this section. The section also outlines PD's expectations of the roles and responsibilities for both the Vendor and PD.

II.A.I.V.1 Project Management

The vendor will be responsible for project management and will work collaboratively with the assigned PD project manager on day-to-day project tasks. With the recent market disruption related to COVID-19 the City encourages creativity with remote tools, daily standups and flexibility as things evolve through the execution.

The table below summarizes the roles and responsibilities for both the vendor and PD:

Table 2. Project Management

Roles and Responsibilities	Vendor	PD
1. Establish project management principles		X
2. Establish project governance in alignment with the existing PD governance structure and policies	X	
3. Develop and maintain a project management plan and project control tools, including the project schedule, risk and issue logs, and status reporting (Note: the vendor is expected to work with PD to determine the best use of available templates – e.g., an existing PD template or standardized template)	X	
4. Determine vendor resource allocation and schedule for the duration of the project	X	
5. Communicate project progress, risks, issues, etc., to various PD working groups	X	
6. Provide budget/schedule/resource updates to leadership		X

II.A.I.V.2 Business Process Analysis

The vendor will assess the Plat and Historical Preservation Tracker's business processes to validate future needs, identify changes, minimize customizations, and maximize "out-of-the-box" functionality. This analysis will identify areas where special adaptation efforts may be required to meet PD's future-state requirements.

The table below summarizes the roles and responsibilities for both the vendor and PD:

Table 3. Business Process

Roles and Responsibilities	Vendor	PD
1. Review business process documents and process flows	X	
2. Validate and identify where changes can be made to business processes to meet PD's future state requirements and functionality	X	
3. Identify gaps between required and existing vendor functionality	X	
4. Provide business process recommendations to fit a standard configuration and/or software solution recommendation to eliminate any functional gaps	X	
5. Review and approve recommendations/changes to business processes		X

II.A.I.V.3 Data Conversion and Migration

The vendor will be responsible for managing all the data conversion and migration requirements for both Plat Tracker and Historical Preservation Tracker applications. Data from 2013 will be migrated since that was the date the Plat Tracker application went live. Additionally, the vendor will be responsible for providing an approach and plan for archiving historic documents.

The table below summarizes the roles and responsibilities for both the Vendor and PD:

Table 4. Data Management

Roles and Responsibilities	Vendor	PD
1. Provide system and data location information	X	
2. Create a data model for the designed solution	X	
3. Review and accept the data model for the designed solution		X
4. Develop an approach for data conversion and archiving	X	
5. Review and approve the data conversion plans		X
6. Develop a data migration plan	X	
7. Review and approve the data migration plan		X
8. Execute data migration	X	
9. Validate data migration		X

II.A.I.V.4 Configuration

The vendor will be responsible for the installation and initial set-up of all software, including the server operating system and middleware. The vendor will also be responsible for configuring the business rules and business process workflows in line with the identified functional and technical requirements. The Vendor will also be responsible for training PD's technical resources to maintain the configurations and business process workflows going forward. In addition, PD expects to maximize the use of "out-of-the-box" configurations and workflows.

The table below summarizes the roles and responsibilities for both the vendor and PD:

Table 5. Configuration

Roles and Responsibilities	Vendor	PD
1. Identify and catalog configuration requirements	X	
2. Review and approve configuration		X
3. Setup necessary environments (e.g., development, testing, production, etc.)	X	
4. Validate environments		X
5. Develop and document configuration design for all software functionality	X	
6. Review and approve all configurations and documentation		X
7. Design workflows	X	
8. Validate and approve workflow design		X
9. Configure all workflows	X	
10. Validate workflow configuration		X
11. Design and document all workflows	X	
12. Train PD technical resources to maintain configurations and workflows going forward	X	

II.A.I.V.5 Reporting and Analytics

The vendor will be responsible for providing reporting and analytical capabilities in line with the identified technical requirements. Currently PD utilizes 10-15 custom reports that would need to be supported by the new solution. In addition, the City uses Power BI as their analytical tool. PD's preference would be to have a solution that can support/integrate with Power BI in the future.

The table below summarizes the roles and responsibilities for both the Vendor and PD:

Table 6. Reporting and Analytics

Roles and Responsibilities	Vendor	PD
1. Review report catalog and reporting requirements to identify potential gaps	X	
2. Create report designs	X	
3. Approve all reporting requirements and design		X
4. Implement required reporting and analytical functionality	X	
5. Test and approve reporting and analytical capabilities		X

II.A.I.V.6 Interfaces and Third-Party Integration

PD expects the new environment will require interfaces to and from external systems into and out of the new solution. The vendor will be responsible for all interface and third-party integrations; however, the Vendor will collaborate with PD's technical team to design, document, build, and test all interfaces and integrations outlined below.

- Esri GIS and Addressing Tool
- ProjectDox for Permitting
- Clickbook for Third-Party Scheduling
- ChasePay for Online Payment
- Active Directory

- PowerBI for Analytics
- ServiceNow for Test Tracking
- Houston County Appraisal District for Recordation (Potential future interface. Right now, the process is manual for submitting Mylars.)

The table below summarizes the roles and responsibilities for both the vendor and PD:

Table 7. Interface and Third-Party Integration

Roles and Responsibilities	Vendor	PD
1. Design all interfaces and integrations	X	
2. Document all interfaces and integrations	X	
3. Review and approve all interface designs and integration documentation		X
4. Build interfaces and integrations	X	
5. Test all interfaces and integrations	X	
6. Approve and accept all interfaces and integrations		X

II.A.I.V.7 Testing, Verification and Acceptance

The vendor is expected to validate all application components work as designed and configured. The Vendor should test and validate the application is running as an integrated process with effective interfaces/integrations to either existing applications in the production environment or to other third-party solutions. PD is also looking for the vendor to recommend a learning management tool for monitoring and tracking test cases with the proposed solution.

The table below summarizes the roles and responsibilities for both the Vendor and PD:

Table 8. Testing

Roles and Responsibilities	Vendor	PD
1. Create unit, integration (end-to-end), performance, stress, security, and regression test plans that are fully documented and repeatable	X	
2. Approve all test plans		X
3. Create test cases, test data, and perform all testing (unit, integration, performance, stress, security, and regression)	X	
4. Demonstrate with a traceability mechanism that the specified requirements have been satisfied	X	
5. Review and approve testing results		X
6. Create User Acceptance Test (UAT) cases and test scripts	X	
7. Coordinate UAT (e.g., gain user involvement, establish, and define acceptance criteria, set high-level test objectives, establish high-level test scenarios, etc.)		X
8. Conduct UAT as required		X
9. Manage PD's functional, technical, and regression test environments and associated test data including creation and maintenance during the testing period	X	
10. Provide a comprehensive and complete set of documentation for testing results	X	
11. Review testing results for compliance with policies, procedures, and plans; provide test criteria and metrics (e.g., defect rates, progress against schedule, etc.)		X
12. Provide defect tracking system for all tests	X	
13. Approve the defect tracking system		X
14. Use the defect tracking system for all development and test activities and enable PD to view all test activities as well as input defects as needed	X	

Roles and Responsibilities	Vendor	PD
15. Provide shared access to the mutually agreed defect tracking system for purposes of allowing PD to initiate, track, and report found defects (i.e., UAT)	X	
16. Correct defects found as a result of testing efforts	X	
17. Conduct user acceptance re-testing of corrected defects found		X
18. Develop specifications for various testing environments	X	
19. Develop a comprehensive testing schedule	X	
20. Develop tools and templates to document and discuss various test results	X	
21. Develop acceptance criteria for various test cycles and scenarios		X
22. Conduct a final system integration test which, in combination with work stream acceptance tests, will provide integrated project software acceptance	X	
23. Review and approve the system integration test results by PD's acceptance processes		X

II.A.I.V.8 Training

The vendor is expected to perform a training needs analysis, develop a detailed user training document, and perform knowledge transfer for the new solution, which meets the requirements of PD's project team, end users, and support staff. The vendor will also deliver formal training courses and user guides for PD implementation personnel on skills and techniques related to the delivery of end-user training.

The table below summarizes the training roles and responsibilities for both the Vendor and PD:

Table 9. Training

Roles and Responsibilities	Vendor	PD
1. Develop core team training documentation and plan	X	
2. Develop content for end-user training including user guides	X	
3. Ensure training content meets PD requirements and quality standards		X
4. Work closely with the PD project manager and business leads to develop a schedule for training	X	
5. Manage administration of end-user training (i.e., scheduling resources, classrooms, recordings etc.)		X
6. Deliver end-user training	X	

II.A.I.V.9 Change Management

The vendor is expected to perform activities related to helping PD business users and technical staff adapt to changes brought by deployment of the new Tracker Solution(s). The vendor's Organizational Change Management (OCM) team will be responsible for change management activities related to the project.

The table below summarizes the roles and responsibilities for both the Vendor and PD:

Table 10. Change Management

Roles and Responsibilities	Vendor	PD
1. Develop an approach/plan to conduct an organizational readiness assessment	X	
2. Review and approve the approach for conducting an organization readiness assessment		X

3. Execute the readiness assessment plan, then summarize the results and recommendations	X	
4. Review and approve readiness assessment recommendations		X
5. Develop communication strategy and implementation plan	X	
6. Review and approve the communication strategy and plan		X
7. Implement the communication strategy	X	
8. Develop organization design and plan	X	
9. Review and approve the organization design and plan		X
10. Identify key roles, responsibilities, and skills (including training) to support the transition from the current to new environment; develop a report summarizing capability and skill gaps	X	
11. Approve the capability and skill gap analysis report		X

VI. Support Services

Post-production services are required to enhance and maintain the solution after its deployment. Delivery of all support services will use the standard IT Infrastructure Library (ITIL) delivery framework or similar methodology. The City's expectations of the roles and responsibilities for both the Vendor and PD are included in the section.

II.A.I.VI.1 Database Administration

The vendor is expected to perform all activities related to the maintenance and support of the solution database(s) during (on-going) and after (go-live) implementation. This support includes database release management and performance tuning.

The table below summarizes the roles and responsibilities for both the Vendor and PD:

Table 11. Database Administration

Roles and Responsibilities	Vendor	PD
1. Maintain and support all solution database(s)	X	
2. Maintain configuration log of distributed and implemented releases	X	
3. Determine the impact of the new release to the installed configuration	X	
4. Perform database tuning	X	
5. Implement, test, and deploy a release		X

II.A.I.VI.2 Application Administration

The vendor is expected to perform the following activities related to the maintenance and support of the applications during (on-going) and after (go-live) implementation: release management, configuration management, backup/restore, and enhancement management.

The table below summarizes the roles and responsibilities for both the Vendor and PD:

Table 12. Application Management

Roles and Responsibilities	Vendor	PD
1. Maintain solution identity, authentication, access security, configuration, and processes		X

Roles and Responsibilities	Vendor	PD
2. Configure the initial setup for solution identity, authentication, and security access; train PD staff to manage future upkeep/maintenance	X	
3. Maintain configuration log of distributed and implemented releases		X
4. Receive, log, and review functional releases		X
5. Determine the impact of release on the installed configuration	X	
6. Implement, test, and deploy a release		X
7. Maintain solution configuration (application, process flows, workflow, reports, interface, customizations, etc.) and documentation (specifications, test scripts, training documentation, help desk material, etc.)		X
8. Document any customizations	X	
9. Identify, document, and justify changes to solution configuration		X
10. Design and build configuration changes in development tenant	X	
11. Promote change to test tenant and perform testing	X	
12. Promote production and execute deployment tasks		X
13. Schedule and perform solution back-ups	X	

II.A.I.VI.3 Escalation Support and Issue Resolution

The vendor is expected to handle escalations and resolve issues in a timely manner.

The table summarizes the roles and responsibilities for both the vendor and PD:

Table 13. Escalation Support and Issue Resolution

Roles and Responsibilities	Vendor	PD
1. Work with PD to identify escalation and issue resolution mechanism and plan	X	
2. Review and approve escalation support and issue resolution approach		X
3. Provide PD with access to the Vendor's resources to triage issues and provide the first line of support	X	
4. Provide training for PD Help Desk resources	X	
5. Address escalations and issue resolutions per identified plan	X	

VII. Deliverables

The vendor is expected to make all deliverables available electronically and should be compatible with PD's existing software versions (e.g., Microsoft Word, Visio, Project, Windows Operating System, etc.).

Table below provides a list of deliverables that are expected to be provided at a minimum. The vendor shall submit a detailed description of how they will fulfill each deliverable outlined in the table. If the Vendor intends to provide any additional deliverables, the vendor may do so as part of their proposal response.

Table 14. Minimum List of Deliverables

#	Deliverable	Description
1.	Project Work Plan	This deliverable establishes a delivery baseline in addition to subsequent formal submittals for any changes to the approved baseline dates. The Vendor is also required to track the actual schedule against the baseline and maintain an updated plan on a weekly basis. This deliverable includes: ■ A detailed, resource-level schedule for key activities including project tasks, deliverables, and knowledge transfer activities ■ A work breakdown structure (WBS) ■ A log of identified risk events based on activities in the WBS; a "cause" of the risk should be provided for each ■ A logical sequence of tasks and deliverables ■ A clear narrative definition of each task and deliverable ■ A specific target completion date for each task and deliverable ■ Task and deliverable relationships and dependencies ■ The identification of a "critical path" to determine the impacts of any schedule slippage The "actual" Project Work Plan schedule should be kept up-to-date and maintained on at least a weekly basis
2.	Project Kickoff Presentation	This deliverable is a presentation to familiarize project team members with the project. The presentation includes the following topics: ■ Project Overview ■ Project Schedule (high level) ■ Objectives and Definitions ■ Processes ■ Artifacts ■ Roles and Responsibilities ■ Keys to Success ■ Next Steps ■ Questions and Answers (Q&A)

3.	Project Management Plan	This deliverable outlines the plan for successfully managing and executing the project. This deliverable includes, but is not limited to, the following: ■ General Project Information — describes planning information such as project scope, roles, and responsibilities ■ Monitoring and Control Information — describes methods for gauging and ensuring the project is implemented as planned (includes issue and action item management) ■ Quality Management Information — includes methods for quality planning, quality assurance, and quality control ■ Project Management — describes project scope, resource requirements (on-boarding and off-boarding), work activities, and methods for gauging performance throughout the project life cycle ■ PMO Organization Chart — depicts the responsibilities and skill set of each role ■ Communication Plan — protocols for communicating status, including sample status reports, meeting schedule, and agenda ■ Deliverable Management — deliverable creation, review, and approval process ■ Project Team Structure — outlines the roles and responsibilities of the project team assigning staff members to particular tasks thereby facilitating accountability/responsibility ■ Scope Management Plan —this plan documents the project vision and goals: in- and out-of-scope items and their prioritization; dependencies between the scope items; and risks associated with the inclusion and removal of items from the scope. The plan also defines the process used to modify project scope. ■ The Schedule Management Plan, including: ❑ How the project schedule will be monitored for variances ❑ What types of corrective actions will be taken to address schedule variances during the life of the project
4.	Status Reporting	This deliverable summarizes weekly progress and overall project status. This deliverable includes, but is not limited to, the following: ■ Status of work completed against the Project Work Plan ■ Objectives for the next reporting period ■ Client responsibilities for the next reporting period ■ Recovery plan for all work activities not tracking to the approved schedule ■ Projected completion dates compared to approved baseline key dates ■ Escalated risks, issues (including schedule and budget), and action items ■ Disposition of escalated or critical issues and risks ■ Important decisions ■ One-page graphical summary of the Project Work Plan and status of all major tasks/subtasks ■ Scope, schedule, and budget summary

5.	Business Requirements Document	This deliverable captures all the business process flows and requirements for the future solution. This deliverable includes, but is not limited to, the following: ■ Validation and refinement of the “requirements” provided in the exhibits ■ Any additional functional and non-functional requirements ■ Validation of business process diagrams and use cases This deliverable serves as part of the final system acceptance for validating all requirements and use cases have been properly addressed in the system implementation
6.	Application Design Specification	This deliverable contains the design specifications for configuring the COTS product to address the business requirements The deliverable includes, but is not limited to, the following: ■ Detailed workflow information ■ Process flow diagram(s) ■ Application configuration specifications ■ Business rules Optionally, the Vendor may create multiple Application Design Specifications where each deliverable addresses a specific configuration aspect of the COTS product
7.	Interface Design Specification	This deliverable contains the design specifications for all system interfaces/integrations interacting with the new solution The deliverable includes the following design specifications: ■ Identifies all interfaces between the new solution and each system/application ■ Defines service-based interface specifications including all input/output parameters and data types ■ Maps the source and destination of each interface field (e.g., database table name/field)
8.	Report Design Specification	This deliverable contains the design specifications for all reports produced by the new solution. This includes, but is not limited to: ■ Letters, correspondences, and forms templates ■ Standardized and parameterized reports ■ Ad-hoc query and reporting ■ Mock report layouts (look and feel) ■ Report fields and parameters (as applicable) ■ A mapping of database to report fields ■ All functional and non-functional reporting requirements
9.	Environment Management Plan	This deliverable summarizes all the requirements for configuring and installing software/hardware for the new solution. This deliverable includes, but is not limited to: ■ A plan and schedule for working with PD to secure the requisite software/hardware for the solution in all environments (e.g., development, test, production, etc.) ■ The infrastructure and architecture for all environments ■ A management strategy to promote the solution from development to production ■ Plan for managing all software and hardware configurations

10.	Test Management Plan	This deliverable summarizes the approach and plan for testing the new solution. This deliverable includes, but is not limited to: ■ A software testing strategy, methodology processes, standards and guidelines for all software testing, and conversion testing activities ■ The specification of entrance and exit criteria for each of the test events ■ Templates and standards for all testing artifacts and deliverables ■ The definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects) ■ Plan for developing test cases based on the requirements
11.	Training Plan	This deliverable summarizes all the training requirements for the new solution. The deliverable includes, but is not limited to: ■ Providing an overview of product(s) ■ Demonstrating how the product(s) addresses key business requirements ■ Providing content and training materials and a means to measure the effectiveness of training ■ A plan and schedule for on-site “train the trainer” sessions ■ A plan and schedule for configuration training sessions ■ A plan and schedule for system administration training sessions ■ All content and training materials ■ A plan for obtaining feedback to test and evaluate training materials ■ A plan for measuring the effectiveness of training Technical training sessions require documentation that includes, but are not limited to: ■ Product Technical Guide/Manual ■ Product Database Schema/Model and Data Dictionary
12.	Data Conversion and Migration Plan	This deliverable specifies how data conversion (legacy system to new solution) will take place. This plan includes, but is not limited to, the following: ■ A description of conversion methodology (e.g., processes to extract data, processes to validate data, and processes to document data) ■ A description of manual conversion processes that cannot be automated ■ Various key milestones ■ An indication of how much history is converted out of each system ■ A list of data that should not be converted ■ A manual data entry and error correction after conversion ■ A plan for testing and validating converted data

13.	Change Management Plan	This deliverable summarizes the approach and plan for leading the organizational change management. The deliverable includes, but is not limited to: ■ A change management strategy ■ A plan to prepare the organization for the new solution (e.g., assess organizational readiness, implementation considerations, etc.) The vendor is expected to execute and lead a change management strategy with PD to ensure a successful transition and adoption of the new solution
14.	Post Production Environment (Support)	This deliverable establishes the appropriate production environment for the new solution post deployment and includes: ■ Appropriate capacity ■ Failover capability ■ Disaster recovery and business continuation plan ■ The licensing of third-party product(s) This deliverable identifies the processes, procedures, and scripts necessary to deploy and maintain the solution in the production environment

VIII. Service Level Requirements (SLRs)

The table below summarizes sample SLRs for the new solution. The vendor is encouraged to propose additional SLRs that are applicable to their proposed solution and services.

Table 15. System Availability Service Level

Service Level	Response Time Service Level
Description	The parameter to measures system availability and usability (to address when the system performs slowly) assuming the availability of user connectivity to the environment hosting the system, but excludes any predetermined maintenance period
Formula	[Amount of time in minutes when the system was expected to be available – Identified maintenance time – system downtime or system not performing at the minimum expected levels] divided by (Amount of time in minutes when the system was expected to be available – Identified maintenance time)] times 100% = “Percent (%) Attained”
Performance Requirement	99.95% availability from 5:00 AM – 12:00 AM
Measurement Interval	Monthly
Reporting Period	Reported monthly
Measurement Tool/Source Data	To be completed on contract negotiation

Table 16. Response Time Service Level

Service Level	Response Time Service Level
Description	The parameter to measure incident response time concerning incident tickets relating to the Tracker Applications. Time is measured from the time the incident is received by the Vendor (by any means) to the time it is assigned for resolution in the ITSM System
Formula	[(Number of incidents assigned for resolution within target performance) divided by (Total number of incidents required to be assigned for resolution during the measurement interval)] times 100% = "Percent (%) Attained"
Target Performance	Severity 1 Incident: ≤ 15 minutes Severity 2 Incident: ≤ 15 minutes Severity 3 Incident: ≤ 2 elapsed hours Severity 4 Incident: ≤ 4 elapsed hours
Performance Requirement	Severity 1 Incident: ≥ 95%, 100% within 30 minutes Severity 2 Incident: ≥ 95%, 100% within 60 minutes Severity 3 Incident: ≥ 90%, 100% within 4 hours Severity 4 Incident: ≥ 90%, 100% within 6 hours
Measurement Interval	Monthly
Reporting Period	Reported monthly
Measurement Tool/Source Data	To be completed on contract negotiation

Table 17. Severity 1 and Severity 2 Incident Resolution Time Service Level

Service Level	Severity 1 and Severity 2 Incident Resolution Time Service Level
Description	The parameter to measure Severity 1 and Severity 2 incident resolution time concerning incident tickets relating to Tracker Applications. Time is measured from the time the incident is received by the Vendor (by any means) until the incident is resolved
Formula	[For a given severity level, the total number of incidents of such severity level during the measurement interval responded to within the target performance] divided by [Total number of incidents of such severity level in the measurement interval] multiplied by 100% = [percentage of incidents of such severity level in the measurement interval responded to within the target performance].
Target Performance	Severity 1 Incident: ≤ 2 elapsed hours Severity 2 Incident: ≤ 4 elapsed hours
Performance Requirement	Severity 1 Incident: ≥ 95%, 100% within 6 hours Severity 2 Incident: ≥ 95%, 100% within 8 hours
Measurement Interval	Monthly
Reporting Period	Reported monthly
Measurement Tool/Source Data	To be completed on contract negotiation

4.0 MEETINGS

Proposer must participate in both regularly scheduled and ad-hoc meetings, general discussion, and consultations with PD relative to this project throughout the period of engagement at no additional cost to PD. Regularly scheduled status meetings (e.g., weekly or biweekly) between the PD project team and the Proposer Project Manager will be held to discuss project progress, issues, resolutions, and next steps.

The Proposer shall be responsible for capturing a record of key meetings and the important takeaways from the discussion. The Proposer and PD Project Manager shall determine which meetings are considered to be “key” meetings for which meeting minutes are required. The meeting minutes are not intended to be a transcript of every discussion topic, nor may meeting minutes be required for every meeting. However, the meeting minutes shall be used to preserve a record of the following, to use as a quick reference or to be distributed:

- Attendees
- Key strategic decisions
- Action items
- Any issues or risks identified

5.0 EXHIBITS

The following documents are provided as aids in responding to this solicitation:

See “Exhibit VI” : Functional Requirements
“Exhibit VII”: Technical Requirements
“Exhibit VII”: Pricing Workbook

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 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.

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; 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.

The request for a BAFO shall include instructions, requirements, and a specified submission due date.

5.0 Evaluation Criteria

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.

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

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

5.3 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:

1) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
2) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
3) 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.

5.4 <u>Technical Competence/Requirements (90 Points)</u>

5.4.1 <u>Ability to successfully perform the implementation services outlined in the SOW: **(20 points)**</u>

5.4.1.1 Quality of the proposed plan of action for implementing the project schedule.
5.4.1.2 Project management and deliverable approach
5.4.1.3 Conciseness and readability of the proposal
5.4.1.4 Extent / completeness of implementation and training strategy
5.4.1.5 References from existing customers

5.4.2 <u>Proposed solution's ability to meet the following: **(25 points total)**</u>

5.4.2.1 Requirements matrix satisfaction: **(15 points)**
5.4.2.1.1 Ability to meet items in technical requirements exhibit
5.4.2.1.2 Ability to meet items in functional requirements exhibit

5.4.2.2 Proposed solution: **(10 points)**
5.4.2.2.1 Capabilities of the vendor's solution offering
5.4.2.2.2 Ability to deliver project or service outcomes and deliverables (including track record and repeatable delivery methodologies).
5.4.2.2.3 Adherence to industry standards
5.4.2.2.4 User interface aesthetics and program flow

5.4.3 <u>Proposer qualifications and experience: **(20 points)**</u>

5.4.3.1 Experience level of the project team
5.4.3.2 Public sector experience with similar implementation in the last five years.
5.4.3.3 Licensing and permitting experience in the field

5.4.4 <u>Ability to successfully perform the support services outlined in the SOW: **(25 points)**</u>

5.4.4.1 Proposed Service Level Agreements (SLAs)
5.4.4.2 Documentation of Customer Support plan
5.4.4.2.1 Methods of obtaining support
5.4.4.2.2 Software update plan
5.4.4.3 High standards of up-time / Stated reliability
5.4.4.4 Ongoing maintenance and support model
5.4.4.4.1 Response time standards and guarantees, including severity levels
5.4.4.4.2 Stated hours / times of support M-F (7:30am - 6:00pm CST)
5.4.4.4.3 Stated after-hours / weekend support (Saturday – Sunday, 24x7)

5.5 <u>Price Proposal/Pricing Workbook (10 Points and below)</u>

5.5.1 Pricing Workbook, Exhibit VIII, Proposal

5.5.2 THE PRICING WORKBOOK, Exhibit VIII, PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label **“Pricing Workbook, Exhibit VIII”**.

5.6 Local Preference Points

To be eligible for the preference, a company must be designated as a *City Business (CB) or Local Business (LB)* under the Hire Houston First Program prior to submittal of proposal. Proposers must provide *Declaration of Hire Houston First Designatio*n with proposal submission. At the conclusion of scoring Proposals, Hire Houston First preference points shall be distributed in such a way that grants the highest number of points to a City Business (CB) and the next highest number of points to a Local Business (LB).

Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- <u>5 Points</u>: For Proposer firm designated as a Hire Houston First “City Business” (CB);
- <u>3 Points:</u> For Proposer firm designated as a Hire Houston First “Local Business” (LB);
- <u>0 Points:</u> For proposer firm not designated as either a “City Business” (CB) or a “Local Business” (LB).

6.0 ADDITIONAL RELATED SERVICES

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

7.0 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.

8.0 INVOICING

8.1 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:

COH PLANNING & DEVELOPMENT DEPT.
FIN, BUSINESS OFFICE, ACCT PAY
P.O. Box 3685
Houston, Texas 77251-3685
finaccountspayable@houstontx.gov

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 **one** (1) **printed original** of the complete "Functional" and "Technical" requirements, Exhibits VI and VII, signed in **BLUE** ink by an individual legally authorized to bind the proposer, and **11** printed copies of the "Functional" and "Technical" requirements, Exhibits VI and VII, and **11** electronic copies of the complete "Functional" and "Technical" requirements, Exhibits VI and VII, on **individual thumb drives (not password protected),** 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

NOTE: The original, primary binder must contain the original signatures of all signed documents and exhibits and must be boldly labeled, **"ORIGINAL"**. The eleven (11) additional printed copies and thumb drives must also be bound, labeled and sealed.

Price Proposal/Pricing Workbook**.** Submit **one (1)** copy of the **Price Proposal/Pricing Workbook on a thumb drive (not password protected) 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. 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.

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 Price Proposal/Pricing Workbook. 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/Pricing Workbook shall clearly identify the content as "Price Proposal/Pricing Workbook" 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/Pricing Workbook 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.

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

The Proposer must follow the outline as set forth below for submitting the Proposals and, at a minimum, contain the information as requested.

Section 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.

Section 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.

Section 3 - Offer and Submittal Form: See Exhibit I

Section 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.

Section 5 - 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.

Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. At a minimum, key personnel must possess current professional certifications as indicated below for:

Project Manager: PMP Certification

Section 6 - Knowledge and Experience: Provide detailed relevant information about Proposer's knowledge and experience, including:

6.1 Summarizing three or more deployments (in similar size and scope to this RFP) in last five years, with brief descriptions that demonstrate Proposer's experience providing consulting service for a major metropolitan area;

6.2 A brief summary of vendor's product portfolio, including number of distinct products sold and/or services provided.

6.3 The number of years that the vendor has been providing the proposed applications (solution).

6.4 Company track record: Provide a brief summary of company's background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for the City.

Section 7 - Proposed Solution Narrative: Provide an overview of the solution recommended for the City to support the functional needs at outlined in the Scope of Work including modules and any Third-Party software. The Proposer is required to submit Exhibit X and Exhibit Y listing the functional and technical requirements.

Section 8 - Implementation Services Narrative: Describe the proposed approach, methodology, roles and responsibilities for all the implementation services outlined in the Scope of Work (Part II):

8.1 Project Management
8.2 Business Process Analysis
8.3 Data Conversion and Migration
8.4 Configuration
8.5 Reporting and Analytics
8.6 Interface and Third-Party Integrations
8.7 Testing, Verification and Acceptance
8.8 Training
8.9 Change Management

Section 9 - Support Services Narrative: Describe the proposed approach, methodology, roles and responsibilities for all the support services outlined in the Scope of Work (Part II):

9.1 Database Administration
9.2 Application Administration
9.3 Escalation Support and Issue Resolution

Section 10 - Implementation Timeline: Demonstrate a clear and concise understanding of the project and clarify any major issues or concerns. This section shall include a narrative overview of how the proposed solution will be implemented to optimally meet and/or exceed the City's requirements including a work breakdown structure.

Section 11 - Deliverables Narrative: Describe the proposed approach to meet the deliverable requirements outlined in the Scope of Work for the implementation. The Proposer must include at a minimum the criteria of each deliverable and how it correlates with their overall solution response. The Proposer may add additional deliverables to the list provided in the Scope of Work (Part II) in alignment with its proposed methodology and work plan. Any additional deliverables added by the Proposer shall be clearly identified in the response. Acceptance criteria is required for each proposed deliverable.

Section 12 - Service Level Requirements (SLRs): Describe your approach and assumptions for managing the Service Level Requirements (SLRs) as they relate to the implementation and postproduction services.

Section 13 - Client References: Provide reference name and contact information for three (3) clients for whom Proposer has provided similar services 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:

- 13.1 Name and location of project(s);
- 13.2 "CURRENT" reference contact name, telephone numbers, and e-mail addresses;
- 13.3 Total number of spaces managed (off-street and on-street);
- 13.4 Deployment completion date(s) or current status;
- 13.5 List any key Youth Program features that may distinguish your company from the competition.

Section 14 - 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.

Section 15 - Financial Stability: If Proposer is an entity that is required to prepare audited financial statements, then Proposer shall submit an annual report containing the information provided in Part III, D, 5.1.1 through 5.1.4 of this document. If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report containing the information provided in Part III, D, 5.2.1 through 5.2.3, or 5.2.4 of this document.

Section 16 - 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.

Section 17 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Section 18 - 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.

Section 19 - 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.

Section 20 - Forms and Certifications: Complete all forms and certifications attached, as appropriate.

Pricing Workbook: Please, separately, submit "Exhibit VIII" Pricing Workbook with the level of detail as required.

Part V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Agreement shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Agreement 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 approved 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 Sample Agreement may negatively affect the City's evaluation based on the evaluation criteria as stated in the RFP.

Please review and include any exceptions to the terms and conditions on the attached Sample Agreement.

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")

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **24%** of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

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

City vendors are required to certify that they are not currently engaged in and agree until the funds are exhausted under its contract with the City 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.

7.0 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.

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, Norbert Aguilar, Sr. Procurement Specialist, preferably by e-mail to norbert.aguilar@houstontx.gov or by telephone at (832) 393-8751 no later than 2:00 PM, CST on Thursday, September 03, 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.

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)

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)

2.0 Signed M/WBE Forms (Exhibit II): 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

3.0 Ownership Information Form (Exhibit III)

4.0 Anti-Collusion Statement (Exhibit IV)

5.0 Conflict of Interest Questionnaire (Exhibit V)

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

2.0 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")

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 To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation form (SPD can insert form number) with proposal submission.

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

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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EXHIBIT I
OFFER AND SUBMITTAL

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

____
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):
____

Federal Identification Number:
____

By: ____
(Signature of Authorized Officer or Agent)

Printed Name: ____

Title: ____

Date: ____

Address of Contractor:

____
Street Address or P.O. Box

____
City – State – Zip Code

Telephone No. of Contractor: (_____)
____

Signature, Name and title of Affiant:
____

____
(Notary Public in and for)

____ County, Texas

My Commission Expires: ______________ day of ____________________________________ 20_________

EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS

1. Name: ____________________________________ Phone No.: __________________
   Address: ____
   Contract Award Date: _________________ Contract Completion Date: ________________
   Contract Name/Title: ____
   Email: ____
   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 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.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

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 for Goal MBE, WBE (Each firm may only be used for <u>one</u> goal type)**	**NAICS Code (6 Digits)**	**Description of Work (Scope of Work)**	**% of Participation**

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 with the City's MWBE Program. 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 on this MWBE Participation Plan must be certified by the Office of Business Opportunity at the time of bid submission. The completed MWBE Participation Plan must be returned with the bid form.

The undersigned will enter into a formal subcontracting or supply agreement with the MWBEs subcontractors and suppliers listed on this participation plan upon award of a contract with the City.

____

Bidder Company Name

____

Signature of Authorized Officer/Agent/Bidder & Title

____

Print or Typed Name 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

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracting agreements with M/WSBE Subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO MEDIATION**" contain the following terms:

1. ______________________(M/WSBE Subcontractor/Supplier) shall not delegate or subcontract more than 50% of the work under this subcontracting agreement to any other Subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity.

2. ______________________(M/WSBE Subcontractor/Supplier) 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 subcontracting agreement. 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 subcontracting agreement, Contractor (prime contractor) and Subcontractor shall designate in writing to the Office of Business Opportunity 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 and regulated contracts as defined in City Code of Ordinances, Chapter 15, Article 5.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity polices and/or governing 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 II
ATTACHMENT "E"
DECLARATION OF HIRE HOUSTON FIRST DESIGNATION

DIRECTIONS: Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.**

If your company does not have a HHF designation and would like to apply for designation go to: www.houstontx.gov/obo/hirehoustonfirst.html at least 10 working days prior to submitting a bid or proposal.

1. This certifies that Bidder/Proposer, ______________________________, is a Hire Houston First designated **City Business (CB).** A valid certificate of designation is attached. ______________________________ ______________________________/____________ Print Name Signature Date

2. This certifies that Bidder/Proposer, ______________________________, is a Hire Houston First designated **Local Business (LB).** A valid certificate of designation is attached. ______________________________ ______________________________/__________ Print Name Signature Date

EXHIBIT III

Document 00455

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:

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

NON-PROFIT ENTITY:

- ☐ 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 receipted 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

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.

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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.**

____
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?

☐ 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 of 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 Date

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