

**CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
MASTER PROGRAM MANAGER
FOR
DISASTER RELATED PROJECTS
SOLICITATION NO.: S67-T26406**

Date Issued: October 18, 2017

Pre-Proposal Conference: October 23, 2017 @ 10:00 AM
611 Walker, 11th Floor
Conference Room 1148
Houston, TX 77002
Conference No.# (515) 604-9976
Access Code# 88345

**Pre-Proposal Questions
Deadline:** October 24, 2017 @ 2:00 PM

Solicitation Due Date: November 3, 2017 @ 4:00 PM

Solicitation Contact Person: Brenda Chagoya
brenda.chagoya@houstontx.gov
(832) 393-8723

Project Summary: The City of Houston is seeking proposers to provide master program management services for disaster related projects for homes damaged due to Hurricane Harvey and to perform related duties with respect to other disasters that may occur during the term of the resulting contract.

Project Description: This RFP is to ensure that the City can apply to the State and Federal government for all reimbursement-eligible costs. The term is for a three (3) year contract with two (2), one (1) year options to renewal.

NIGP Code: (918-81; 991-56; 990-28; 990-29; 990-30)

MWSBE Goal: 24%

Jerry Adams, Chief Procurement Officer

Date

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PART I – GENERAL INFORMATION

1.0 General Information

Hurricane Harvey deluged Houston with rainfall totals approaching 50 inches in areas. Widespread flooding came in stages, first from rainfall and then via releases from dams and reservoirs which the heavy rains threatened to overwhelm.

The City of Houston is still working to verify the total number of homes damaged, but ongoing efforts have identified at least 59,270 single-family residential structures (classified as a structure containing four or fewer housing units), as well as at least 1,138 multi-family structures (five or more housing units), that suffered flood damage in the storm. Based on these findings to date, the City believes that more than 100,000 housing units were damaged; as a result of Harvey's flooding. Houston has suffered a series of storm impacts in the past 10 years, including Hurricane Ike in 2008, along with the Memorial Day and Halloween floods of 2015 and the Tax Day floods of 2016; while Harvey's flooding was much more widespread, homes flooded in recent previous events can generally be expected to have flooded again during Harvey.

The floods touched many areas of the city, with those most hard-hit including, but not limited to; west Houston, southwest Houston and the city's northeast area. Impacted neighborhoods represent a wide range of incomes and populations, and include areas where the City believes residents whose homes were flooded may not have filed for FEMA assistance. The City is gradually reducing its remaining congregate shelter populations through a program of non-congregate sheltering. To assist Houstonians in repairing and, in some cases, returning to their homes, the City will prioritize the FEMA/General Land Office Partial Repair and Essential Power for Sheltering (PREPS) and Direct Assistance for Limited Home Repair (DALHR) programs, along with CDBG-DR funds related to Hurricane Ike and the floods of 2015 and 2016 while allocations based on Harvey are identified and received.

2.0 City of Houston Background

The City of Houston is the fourth largest City in the United States comprising 23 departments with multiple locations throughout the City.

3.0 Solicitation Schedule

Listed below are key dates for this Request for Proposal (RFP):

| <u>EVENT</u> | <u>DATE</u> |
|--|--------------------|
| Date RFP Issued | October 3, 2017 |
| Pre-Proposal Conference | October 23, 2017 |
| Questions from Proposers Due to City | October 24, 2017 |
| Proposals Due from Proposers | November 3, 2017 |
| Notification of Intent to Award (<i>Estimated</i>) | December, 2017 |
| Council Agenda Date (<i>Estimated</i>) | January, 2017 |
| Contract Start Date (<i>Estimated</i>) | January, 2017 |

PART II – SCOPE OF WORK

1.0 Purpose

The City of Houston ("City") seeks proposals from highly qualified firms with experience and expertise in housing recovery after disasters to provide master program management services of housing program design and housing program management for housing recovery for the Housing and Community Development Department ("HCDD"). The selected firm will assist the HCDD in designing and managing a housing recovery plan and in overseeing various other contractors or subcontractors including a Construction Management Firm and a Case Management Firm. **Given this organizational structure, the selected firm for this Master Program Manager solicitation will not be eligible to participate in the Construction Manager or the Case Manager Requests for Proposals, which the City will issue after this RFP.**

The City intends to issue a separate procurement for consultants to develop a city-wide housing plan.

2.0 Scope of Work

Generally

HCDD may issue task orders describing the services and deliverables required. The task order requirements will be negotiated with the selected Proposer.

Housing Program Design

The City seeks a vendor that will lead design, implementation and administration of short- and long-term housing programs that will draw from a variety of public, non-profit and philanthropic funding sources to repair homes damaged in Hurricane Ike, the floods of 2015 and 2016 (Memorial Day – 2015, Halloween 2015, Tax Day – 2016, Memorial Day - 2016, respectively), and Hurricane Harvey, as well as other disasters that may occur during the contract period.

1. Evaluate, provide recommendations, and design a program for a locally administered Post-Harvey short term housing solution as currently defined by FEMA and Texas General Land Office (GLO).
2. Evaluate, provide recommendations, and design a program for previous allocations of CDBG-DR funding (Ike, 2015 CDBG-DR (Direct Allocation) and 2016 CDBG-DR).
3. Develop an overarching housing program addressing the following elements:
 - a. Limiting the financial burden of residents and/or the City by leveraging funding sources available for disaster housing programs (including FEMA, CDBG-DR, HOME, CDBG, low-income housing tax credits, non-profits, foundations, State and local funding);
 - b. Addressing an all-hazards approach to housing recovery;
 - c. Systems to track funding from various grant program sources;
 - d. Maintaining compliance with federal regulations including 2 CFR 200, Stafford Act, NFIP, NEPA, Uniform Relocation Act (URA), Affirmatively Furthering Fair Housing (AFFA), and Analysis of Impediments;
 - e. Creating key performance metrics during program execution;
 - f. Incorporating opportunities to encourage staff and contractor performance during operations (e.g. RFP design(s), liquidated damages, terms and conditions, compensation method);
 - g. Identifying additional waivers that the City should seek from HUD; and

- h. Prioritizing housing programs elements.
- 4. Providing assistance in developing solicitations for additional disaster housing assistance services in consultation with City Departments, City Attorney and federal/state partners.
- 5. Develop housing policies and procedures manual, standard operating procedures or other programmatic checklists and documents.
- 6. Provide technical assistance to HCDD and Recovery Office – Housing Subcommittee on disaster housing programs if necessary, including, but not limited to: conducting research, providing expert advice, and assisting with project applications and project eligibility identification related to housing.
- 7. Develop housing related sections of current (through amendment) or future action plan(s).

Housing Program Management

- 1. Program management of disaster housing related efforts.
- 2. Manage implementation contractors.
- 3. Maintain master program schedule and workplan.
- 4. Track and monitor performance across the program.
- 5. Provide services that are readily accessible/available.
- 6. Track resolution of open questions related to or necessary for operationalizing policies, procedures and processes.
- 7. Reconcile grant funds to ensure that funds are appropriately tracked and accounted.
- 8. Report daily, weekly and monthly activities and other ad hoc or regular reports for City Departments or leadership.
- 9. Represent HCDD (as a disaster housing liaison) to organizations (public, private sector and non-profits) involved in disaster housing programs.
- 10. Support HCDD through the grant closeout process.
- 11. Provide an on-site and electronic secure data management system to enhance project efficiencies and performance that includes: information collection, Personally Identifiable Information (PII) protection, collaboration/sharing, and reporting capabilities.

3.0 Key Personnel

The Proposer shall 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. Qualifications and experience of key proposed personnel proposed shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the City. Any approved substitutions for personnel shall be of equal or better qualifications.

4.0 Laws, Codes, & Safety Guidelines

The selected firm(s) must comply with all applicable governing local, state, and federal laws, executive orders, regulations, requirements, and guidelines, including but not limited to 24 CFR part 570, and 2 CFR part 200 and other Federal Emergency Management Administration ("FEMA") requirements. The firm(s) shall comply with all laws, codes and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:

Compliance with Environmental Laws. Firms(s) shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into environment and to generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special

wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. § 9602 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) The Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651 et seq.), the Emergency Planning and Community Right-to-know Act (42 U.S.C. § 11001 et seq.), TCEQ (415 ILCS 5/1 through 5/56.6) and the Municipal Code of the City of Houston, each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulation promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, **“Environmental Laws”**).

Permits. The Firm(s) shall at their own expense and in its own name obtain and maintain all permits, licenses, vehicle stickers, certificates and licenses required by the City and/or other State or Federal requirements as may be necessary to legally perform its obligation.

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee shall evaluate Proposers’ Proposals in accordance with the evaluation criteria provided herein. 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 team 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.

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handouts 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.

B. Selection Process

Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Selected Proposals shall be submitted for approval by the appropriate City officials. The City intends to select Proposals that best meets the needs of the City and that provide the best overall value. In awarding the contract on this basis, the City reserves the right to award the contract to a Proposer other than the lowest price or cost Proposer. Upon approval of the selected Proposers, contracts shall be executed by the appropriate City officials with the selected Proposers.

C. Best and Final Offer (BAFO)

City reserves the right to request a Best and Final Offer from finalist Proposer(s), if necessary. At a minimum, the Best and Final Offer would consist of submitting a final Fee Schedule with

associated costs, and address any outstanding items previously identified during the evaluation of Proposals.

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

D. Evaluation Criteria

1. Responsiveness of Proposal (Pass/Fail)

- 1.1 Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria and make a recommendation to City officials.

2. Technical Competence/Requirements

2.1 Qualifications, capacity and experience to manage complex housing programs (40 points)

- 2.1.1 Past performance in designing a housing program utilizing at least three (3) different sources of funding tied to unique programmatic requirements.
- 2.1.2 Past performance with creating a Program Management operation rapidly (i.e., within weeks) in at least one disaster recovery situation, where Program Management included, but was not limited to:
 - 2.1.2.1 Building a performance management system to track recovery progress across all activities,
 - 2.1.2.2 Tracking and resolving open questions related to program policy, and
 - 2.1.2.3 Maintaining a master program schedule and workplan.
- 2.1.3 Demonstrated experience of writing RFPs and advising government in procurements for housing related services including, but not limited to: Case Management, Construction Management, Data Analytics, etc. to those needed for disaster recovery.
- 2.1.4 Demonstrated evidence of building financial projections and managing costs for programs with complex programmatic or financial requirements.
- 2.1.5 Ability to maintain a high quality of services and the capacity to successfully provide sound methodology and understanding of the services required in this RFP.
- 2.1.6 Client references.
- 2.1.7 Experience complying with FEMA regulations, 2 CFR 200 regulations, CDBG regulations from 24 CFR Part 570, and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u).

2.2 Technical Approach (40 Points)

- 2.2.1 Clear, comprehensive, detailed, and realistic approach to meeting the requirements in the Scope section of this RFP, under Housing Program Design: Items 1 and 2.
- 2.2.2 Clear understanding of the requirements for additional tasks of the Master Program Manager.
- 2.2.3 Staffing plan that is commensurate with the work to be done in terms of number and type of staff.

2.2.4 Quality of the detailed proposal, including any proposed methodologies, and designs.

2.2.5 Comprehensiveness of quality control program.

2.3 MWSBE Participation aligned with the project scope (Pass/Fail)

2.3.1 MWSBE participation 24%, or a demonstrated good faith effort by the Proposer to meet such level of participation.

2.4 Financial Stability of the Proposer (Pass/Fail)

2.4.1 Audited financial statements (in accordance with Financial Accounting Standards Board regulations) for past two years.

3. **Fee Schedule Proposal (20 Points)**

3.1 **THE FEE SCHEDULE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE** that is clearly marked with the RFP title and solicitation number and the label “Fee Schedule Proposal”.

3.2 The Fee Schedule Proposal must include fully burdened rates, with no expenses, for the following labor categories:

| Labor Category | Cost (Maximum Hourly Rate) |
|------------------------|---------------------------------------|
| Project Principal | |
| Subject Matter Expert | |
| Project Manager | |
| Deputy Project Manager | |
| Senior Planner | |
| Planner | |
| Consultant/Analyst III | |
| Consultant/Analyst II | |
| Consultant/Analyst I | |
| Senior Data Manager | |
| Data Manager | |
| Senior Field Inspector | |
| Field Inspector | |
| Administrative Support | |

PART IV – PROPOSAL REQUIREMENTS

1.0 Cover Letter. Submit a signed cover letter by the Proposer’s authorized representative. The cover letter must indicate the Proposer’s commitment to provide the services proposed, and shall identify all staff members of the team. Define the organizational relationship of team members and projected responsibilities assigned for each.

2.0 Executive Summary. Prepare an executive summary to include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel responsible for seeing the project through its completion. Include a timeline for implementation and any other requirements, if any, noted in the proposal. Attach a proposed organization chart for the project and describe the proposed strategy for delivering the services set out in this RFP.

- 3.0 Qualifications of Proposer. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Complete Form-2 for each project. Provide a list of at least (3) references where a similar solution was implemented. Include the name of the contact person, name of the organization, dollar value of the project, physical address, telephone number and e-mail address.
- 4.0 Qualifications of Key Personnel. Provide chronological resumes of the key personnel that shall be assigned to this project. Submit at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project. Complete Form-2 for each reference, and Form-3 to depict the availability of all key personnel.
- 6.0 M/WSBE Participation. Identify the M/WSBE participation level and the role that each M/WSBE firm shall have in the project. Since M/WSBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the Proposal as it relates to the Proposal requirements listed in this section.
- 7.0 Financial Stability. Provide the audited financial statements for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.
- 8.0 Exceptions to Standard Contract. Submit any Exceptions to the standard contract and include the rationale for taking those exceptions. Provide rationale for objecting to each exception, and propose alternate language for City Legal consideration.
- 9.0 Legal Actions. Provide a list of all pending litigation, and include a brief description of the reason for legal action.
- 10.0 Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the Proposal.
- 11.0 Other. Submit any information deemed pertinent to demonstrating Proposer's qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, etc.
- 12.0 Forms and Certifications. Complete all forms and any required certifications attached, where appropriate.
- 13.0 Contract. Submit three (3) originals of the completed and signed contract if no Exceptions are noted.
- 13.1 Each contract submitted shall bear an original signature and date.
- 14.0 Required Forms with Proposal:
- 14.1 Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
- 14.2 Signed M/WSBE Forms: Attachment "A" Schedule of M/WSBE Participation, Attachment "B," Notice of Intent, Attachment "C," Certified M/WSBE Subcontract Terms, Attachment "D" Office of Business Opportunity and Contract Compliance M/WSBE Utilization Report (Exhibit II)
- 14.3 City of Houston Ownership Information Form (Exhibit III)
- 14.4 Anti-Collusion Statement (Exhibit V)
- 14.5 Conflict of Interest Questionnaire (Exhibit VII)

PART V – PROPOSER PROPOSAL INSTRUCTIONS

1.0 General Information

- 1.1 Number of Copies. Submit **ten (10)** copies of your Proposal, including **one (1)** printed original signed in BLUE ink, and additional **ten (10)** electronic thumb drives submitted in a sealed envelope bearing the assigned solicitation number located on the first page of this RFP solicitation document to:

Office of the Chief Procurement Officer
910 Louisiana, 43rd floor
Houston, Texas 77002

- 1.1.2 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer.
- 1.2 Time for Proposal. Proposals shall be submitted no later than the date and time indicated for Proposal within this RFP. Late submittals shall not be considered and shall be returned, unopened.
- 1.3 Format. Proposal shall be left-bound with information presented on double-sided pages. Material shall be organized to mirror the sequential order of the Proposal requirements and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials shall not be returned.
- 1.4 Complete Proposal. Proposers shall carefully review all requirements and submit all documents and information as instructed within this RFP. Incomplete Proposals may result in Proposals being deemed non-responsive, and may not be considered for further evaluation.
- 1.5 Packaging and Labeling. Proposer's package shall clearly indicate name of Proposer, title and number of RFP, and a due date and time for Proposal deadline. All listed Proposal requirements shall be included within the submitted response.
- 1.6 Timely Delivery of Proposals. The Proposer's Proposal with their signed Offer and Submittal Form shall be delivered by hand or to the address shown on the cover sheet of this RFP. (Include the RFP number on all packages delivered.) If using an express delivery service, the Proposer's package shall be delivered to the designated address listed on page seven (7). Packages delivered by express mail services to other off-site City mailroom locations may not be re-delivered on time to be considered for further consideration.
- 1.7 Late Proposals. The Proposer is responsible for ensuring that its Proposal is received at the time, date, place, and office specified on **Part VI – Proposer Proposal Instructions, Section 1.1**. 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 by some other act or circumstance.

PART VI – SPECIAL CONDITIONS

1.0 No-Contact Period

- 1.1 Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities,

favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2.0 Equal Opportunity Employment

- 2.1 The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

3.0 Minority and Woman Small Business Enterprises (M/WSBE)

- 3.3 Contractor shall comply with the City's Minority and Women Small Business Enterprise ("MWSBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWSBE's. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and shall comply with them.
- 3.4 Selected Firm(s) must also adhere to and comply with 2 C.F.R. Section 200.321 if subcontracts are to be let under this agreement. Selected Firm(s), if subcontracts are to be let, are required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women's business enterprises, and labor surplus area firms pursuant to 2 C.F.R. Section 200.321. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. Selected Firm(s) should clearly document the communication and outreach to the certified business. Documentation

may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

4.0 Protests

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5- 12)" http://www.houstontx.gov/policies/administrative_policies.html.

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

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

2.0 Additional Information and Specification Changes

- 2.1 Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, Division Manager, Brenda Chagoya, telephone: (832) 393-8723, fax: 832.393. 8759, or e-mail (preferred method to): brenda.chagoya@houstontx.gov no later than 2:00 PM, CST October 24, 2017. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

3.0 Letter(s) of Clarification

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

4.0 Examination of Documents and Requirements

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

5.0. Exceptions to Terms and Conditions

- 5.1 All Exceptions included with the Proposal shall be submitted in a clearly identified separate Section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer 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.
- 5.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

6.0. Post-Proposal Discussions with Proposer(s)

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

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

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

- A. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
- B. Drug Compliance Agreement Attachment "A," Drug Policy Compliance Declaration Attachment "B," and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D" (Exhibit VIII)
- C. City Contractors' Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf> (Exhibit IX)
- D. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- E. 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

PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT I-A
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 PROPOSER 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-B
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

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

EXHIBIT I-C
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.

[illegible]

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF M/WSBE PARTICIPATION**

| | |
|--------------------------|--|
| Date: | |
| Bid Number: | |
| Formal Bid Title: | |

| Name of Certified MWSBE Subcontractor | Street Address, City, State, Zip Code, Tel # & Email | Certification Type {✓} | | NAICS Code (6 Digits) | Description of Work (Scope of Work) | % of Participatio n |
|---|---|---------------------------|------|-----------------------------|--|---------------------------|
| | | MBE | WSBE | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | |
|---------------------|----|
| TOTAL | \$ |
| MWSBE PARTICIPATION | \$ |
| TOTAL BID AMOUNT | \$ |

MWSBE PARTICIPATION PLAN GOOD FAITH EFFORTS

If you have exhausted your best efforts to comply with the City's MWSBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWSBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/ofo.

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

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

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

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

Date

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WSBE UTILIZATION REPORT

NOTICE OF INTENT**

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

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

_____, who will provide the following goods/services in connection
MWSBE Subcontractor

with the above-referenced contract:

for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor M/W/SBE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

**EXHIBIT II
ATTACHMENT "C"
CERTIFIED M/WSBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

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

1. _____(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. _____(M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive Proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer or designee has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the Pre-Proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WSBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WSBE GOAL: _____

| M/WSBE SUB/VENDOR NAME | DATE OF OBO CERTIFICATION | DATE OF SUBCONTRACT | SUBCONTRACT AMOUNT | % OF TOTAL CONTRACT | AMOUNT PAID TO DATE | % OF CONTRACT TO DATE |
|---------------------------|------------------------------|------------------------|-----------------------|------------------------|------------------------|-----------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

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

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as

amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Proposal List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT III
FORM "A": FAIR CAMPAIGN

CONTRACTOR PROPOSAL LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

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

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

Firm or Company Name: _____

Firm or Company Address: _____

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

☐ SOLE PROPRIETOR

Name _____
Proprietor Address

☐ A PARTNERSHIP

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

Name _____
Partner Address

Name _____
Partner Address

☐ A LIMITED LIABILITY COMPANY

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

Name _____
Member/Manager Address

Name _____
Member/Manager Address

Name _____
Member/Manager Address

[] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Director Address

Name _____
Director Address

Name _____
Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

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

Name _____
Owner Address

Name _____
Owner Address

Name _____
Owner Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

Signature

Printed Name

Title

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

12/15/2016

EXHIBIT IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL

ORIG. DEPT.: _____ [DEPARTMENT] _____
FILE/I.D. NO.: _____ [WBS No.] _____

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

STATE OF _____ §
COUNTY OF _____ §
AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ [FULL NAME] (the "Affiant"), _____
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
_____ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, Proposal or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity; and

6. All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, i.e., president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE**

BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

7. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Proposal of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT V
ANTI-COLLUSION STATEMENT

Anti-Collusion Statement

The undersigned, as **Proposer**, certifies that the only person or parties interested in this Response as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT VII CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

Who must file a CIQ?

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

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

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

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

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

What is a business relationship?

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

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

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

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the Request for Qualifications package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VIII
CONFLICT OF INTEREST QUESTIONNAIRE**

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|---|---|------------------------|
| For vendor or other person doing business with local governmental entity | | OFFICE USE ONLY |
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> | |
| <div style="border: 1px solid black; padding: 2px;">1 Name of person who has a business relationship with local governmental entity.</div> | | |
| <div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 10px;"></div><div>2 Check this box if you are filing an update to a previously filed questionnaire.</div></div><p style="margin-top: 10px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div> | | |
| <div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 10px;"></div><div>3 Name of local government officer with whom filer has employment or business relationship.</div></div><div style="margin-top: 10px; text-align: center;"><div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div><p>Name of Officer</p></div><p style="margin-top: 20px;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p><p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>D. Describe each employment or business relationship with the local government officer named in this section.</p></div> | | |
| <div style="border: 1px solid black; padding: 2px;"><div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div><p>Signature of person doing business with the governmental entity</p></div><div style="width: 35%; text-align: center;"><div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div><p>Date</p></div></div></div> | | |