

PART 1 - REQUEST FOR QUALIFICATIONS (RFQ)

SOLICITATION TITLE : Market Research Services for the Houston Airport System (HAS)
SOLICITATION NO. : Doc1101745895

Date Issued: May 10, 2024

Pre-Submission Conference: May 28, 2024 @ 10:00 AM (CT)
Microsoft Teams Meeting
Join on your computer or mobile app
[Join the meeting now](#)
Meeting ID: 263 386 129 789
Passcode: x5wuMF
Or call in (audio only)
Conference Number: +1 936-755-1521, 927713748#
Conference ID: 927 713 748#
(Please mute your phone for the duration of the call)

Pre-Submission Questions Deadline: June 4, 2024@ 4:00 PM (CT)

Solicitation Due Date: July 18, 2024@ 4:00PM(CT)

Solicitation Contact Person: Jennifer Williams-Wilson
Jennifer.Williams@houstontx.gov
832-393-8715

Project Summary: The Houston Airport System (HAS) seeks qualified consultants to provide market research and consulting services. The awarded contract(s) will have a (3) three-year term with (2) two (1) one-year renewal options.

NIGP Code: 915-22, 918-12, 918-32, 918-76, 918-75, 918-44,

MWBE Goal: 9%

Important Notice About the City's Early Payment Discount Program: The City's standard payment term is to pay 30 days after the receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

PART 2 – GENERAL INFORMATION

1.0 General Information

The City of Houston (“City”) is currently seeking submissions from qualified firms (“Respondents”) to provide market research services for the Houston Airport System (“HAS”) as further described below (“Project”). . The airports included in this project are Bush International Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

The City intends to enter into one or more contracts for marketing research services with the qualified Respondent(s) to assist HAS with the aforementioned initiative.

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 Texas Public Information Act

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Respondents may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any Respondent should their information be requested under the TPIA and Respondents will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

4.0 Solicitation Schedule

Listed below are the important dates for this Request for Qualifications (RFQ).

EVENT	DATE
RFQ Issuance	May 10, 2024
Pre-Submission Conference	May 28, 2024
Deadline for Questions	June 4, 2024
Solicitation Due Date	July 18, 2024
Notification of Intent to Award (estimated)	September 6, 2024
Council Agenda Date (estimated)	November 8, 2024
Contract Start Date (estimated)	November 15, 2024

PART 3

1.0 PURPOSE

HAS seeks to enhance the guest experience at airports by leveraging comprehensive market research. A key objective of these efforts is to directly link improved customer satisfaction and an enriched airport experience with increased non-aeronautical revenue. Understanding and improving the passenger journey at every touchpoint will elevate overall guest satisfaction and encourage passengers to spend more time and money on retail, dining, parking, and other non-aeronautical services.

This project aims to yield four (4) key deliverables for HAS, as detailed below. There will be ongoing research efforts with quarterly and bi-annual reporting, milestone reviews, and ad hoc research projects identified by HAS as needed. There may be times when projects are being conducted simultaneously. All research activities and data handling will adhere to strict data privacy and compliance standards to protect guest information, ensuring alignment with legal requirements, and industry best practices.

2.0 BACKGROUND

HAS is seeking an agreement with one or more market research Respondents to help understand consumer wants and needs that will support business development in our market. Research initiatives and outcomes may include business cases for VIP experiences for airport guests as well as the segmentation of passengers to provide a holistic experience across all airport touchpoints. The findings will be used to build a strategic marketing roadmap based on consumer insight for prioritizing future developments that support HAS's vision of being a 5-star global air service gateway where the magic of flight is celebrated.

3.0 SCOPE OF WORK

The Consultant shall provide market research and consultant services to include but not limited to:

3.1 Market Intelligence: Identify growth opportunities and profitable markets and make competitive go-to-market strategy recommendations for HAS based on a deep understanding of the customers and the marketplace. This includes competitive market intelligence, identifying the strengths, weaknesses, and key differentiators of HAS competitors, and anticipating future activity based on past trends.

3.2 Consumer Insights: Use qualitative and quantitative research techniques, consumer travel/purchase history analysis, and passenger feedback to drive the innovation process, insights understanding, and recommendations for marketing and business development strategy. Provide in-depth analysis and insights that help look below the surface to understand HAS consumers (Business to Consumer or Business to Business) and their behavior. We need to understand who they are, what motivates them, customer segmentation through primary research, their buying behavior, and what makes them loyal consumers. Their buying decisions create detailed consumer personas and customer journey maps based on their airport and travel needs.

3.2.1 Range of Qualitative and Quantitative Solutions: Focus groups, telephone interviews, digital surveys, in-person surveys, panels, online communities, etc.

3.3 Opportunity Assessment: Evaluate ideas, concepts, or opportunities to determine whether there is sufficient strategic, market, and financial merit from continued consideration and possible development into a HAS customer-focused business initiative. Evaluate and prioritize opportunities based on profitability, feasibility, investment, implementation time, risks, Return on Investment

breakeven point, and the time-to-profit. Identify market vulnerability and potential response to a new product or service launch. Assess various pricing strategies to derive an optimum price for new HAS products or services.

3.4 Benchmarking: Support HAS by ensuring that the progress is aligned with the stated strategic objectives and learn by going through the benchmarking process to refine and redefine future strategic objectives. This may include balanced scorecards considering external factors, including competition and the industry.

3.4.1 The Contractor shall create a guest satisfaction scoring system for each airport that compiles guest feedback and survey data from all relevant sources, such as Airports Council International's Airport Service Quality program (ACI-ASQ), Wi-Fi Surveys, feedback forms, parking satisfaction surveys, etc. This information shall be categorized by key points throughout the passengers' journey, i.e., check-in, security, parking, shop & dine experience, gate experience, etc.

3.4.2 The Contractor shall provide a dashboard that allows the HAS team members to see where they stand with guests daily and in real time based on the recency of survey and insight submissions.

3.4.3 The Contractor shall provide a quarterly report that outlines the key complaints and pain points to HAS key stakeholders and departments.

3.4.4 The system shall identify improvement areas that, when addressed, are expected to enhance passenger experiences, thereby increasing their likelihood to engage with non-aeronautical services and contribute to revenue growth.

3.5 Respondent /Participant Recruitment: Identify prospective survey takers and focus group participants worldwide based on agreed-upon project targeting parameters.

3.6 Manage logistics of in-person facilities: Onsite facilities are needed to conduct in-person focus groups or panels, provide ideal locations, and manage the logistics of location rental.

3.7 Review HAS Holistic Guest Sources Insight and the Collection Process

3.7.1 The Contractor shall provide a bi-annual comprehensive report with presentations to key HAS stakeholders, including key findings from the collective guest insight sources and recommendations to improve the guest experience. The insights gained will be directly applied to optimize non-aeronautical revenue streams, informing strategic decisions regarding retail, food, and beverage offerings.

3.7.1.1 Following the presentation of research findings, HAS, with the help of the Contractor, shall develop a prioritized action plan with specific timelines for implementing recommended changes, aiming to initiate improvements within three (3) months of receiving each report, thereby ensuring timely enhancements to the guest experience based on the latest insights.

3.7.2 The Contractor shall annually review the tools used for collecting the most actionable data. The Contractor shall evaluate and provide efficient, cost-effective solutions. This shall include online survey platforms and focus group facilities.

3.7.3 The Contractor shall review with HAS the questions asked in guest surveys every six (6) months and make recommendations on changes that will provide deeper insights into airport guests' wants and needs.

3.7.4 The Contractor shall develop and maintain an In-Person Guest Intercept Program for conducting surveys in the airports using either HAS team members and/or 3rd party subcontractors.

3.7.5 The Contractor shall determine a process for selecting guests to ensure a representative sample of various audience segments.

3.7.6 The Contractor shall include a quarterly review of the intercept program, emphasizing the number of surveys collected at each airport, any effects on guest experience from the survey process, and positioning throughout the airport.

3.7.7 The Contractor shall perform Ad Hoc research projects agreed upon by HAS marketing and senior leadership. These efforts will be made on a project-by-project basis, each having its own scope of work, designated milestones, and timelines for completion agreed upon by the Contractor and HAS. Before establishing a Letter of Acceptance (LOA), the scope of work will be developed, costs evaluated, and a mutual agreement established. The following are examples of targeted research projects:

3.7.8 The Contractor shall determine the strategic and financial merit of developing a “Common use” or “Pay as you go” lounge at Hobby Airport. Which shall include the following:

3.7.8.1 Gain customer insight on whether there is market interest.

3.7.8.2 Determine which audience should be the primary target.

3.7.8.3 Determine a competitive pricing structure comparable to other branded airport lounges.

3.7.9 The Contractor shall evaluate the potential of adding an exclusive and wholly isolated VIP experience for upscale passengers at George Bush Intercontinental Airport. Which shall include the following:

3.7.9.1 Gain customer insight on whether there is market interest from an upscale audience.

3.7.9.2 Evaluate similar experiences at other airports including Los Angeles International Airport (LAX), Hartsfield-Jackson Atlanta International Airport (ATL), and Frankfort Airport (FRA).

3.7.9.3 Evaluate the business case to see if this effort would be profitable for HAS.

3.7.10 The Contractor shall prioritize emerging international markets that HAS should work to build relations with to encourage nonstop flights over the next five (5) years. This would include market information and the best approaches to target those markets for future air service.

3.7.11 The Contractor shall develop specific HAS customer personas based on traveler information from all passenger insight sources, including airline and secondary research. This data would be used to identify key audiences to market to increase non-aeronautical revenue (concessions and parking).

3.7.12 By aligning research efforts with the strategic goal of enhancing non-aeronautical revenue, HAS can achieve higher levels of customer satisfaction and unlock new revenue opportunities in retail, dining, parking, and other non-flight-related services. Implementing these deliverables will ensure that we understand our passengers' needs and preferences and effectively respond to them, fostering an environment that encourages increased spending and enhance overall airport revenue.

3.8 Other services as needed:

- 3.8.1 Survey design
- 3.8.2 Focus group question development
- 3.8.3 Data analysis
- 3.8.4 Data processing
- 3.8.5 Concept Iteration/development

4.0 MEETING

The successful Respondent must participate in meetings, general discussion, and consultations with HAS relative to this Project throughout the engagement period at no additional cost to HAS. Regularly scheduled status meetings (e.g., weekly or biweekly) between the HAS Project team and the Respondent Project Manager will be scheduled to discuss project progress, issues, resolutions, and next steps.

5.0 ATTACHMENTS

Reserved

PART 4 – EVALUATION AND SELECTION PROCESS

1.0 EVALUATION COMMITTEE

An evaluation committee shall evaluate Respondents' submissions in accordance with the evaluation criteria listed in Section 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Respondent(s) meeting the technical competence requirements. Shortlisted Respondents will be evaluated to determine whether each is responsible, as defined below. The shortlisted Respondent(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Respondent(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 to any or all Respondent(s) when deemed necessary. 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 Respondent(s) provide a final presentation handout of its Submission at their scheduled meeting. No Respondent may attend presentations of any other Respondent. If necessary, Respondents may be scheduled for more than one presentation, demonstration, or interview.

3.0 SELECTION PROCESS

The City intends to select a submission(s) 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 Respondents, whether provided by Respondents or known by the City. Upon review of all information provided by Respondents, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Respondent(s), the City will enter into negotiations with the selected Respondent(s). Pending successful contract negotiations with the selected Respondent(s), a contract(s) shall be executed by the appropriate City officials.

4.0 BEST AND FINAL OFFER (“BAFO”)

The City reserves the right to request a BAFO(s) from one or more finalists.

5.0 EVALUATION CRITERIA

5.1 RESPONSIVE (PASS/FAIL)

A Respondent that responds to all material requirements of any solicitation will be deemed responsive. The submission 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 RESPONSIBLE (PASS/FAIL)

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

5.3 FINANCIAL STABILITY (PASS/FAIL)

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

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

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

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

5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

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

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

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

5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract;

OR

5.3.8 Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.4 M/WBE PARTICIPATION (PASS/FAIL)

Quality of proposed M/WBE participation aligned with the project scope.

5.5 TECHNICAL COMPETENCE REQUIREMENTS (100 POINTS)

5.5.1 Track Record in Complex Global Research (20 points): Evaluate the Respondent's experience in successfully executing both B2C and B2B global market research projects over the past 5-10 years. Agencies should highlight their ability to handle complex research assignments, demonstrated through 3-5 detailed case studies.

5.5.2 Methodology and Industry-Specific Experience (20 points): Evaluate the Respondent's research methodologies and the effectiveness of its solutions and deliverables. Special consideration will be given to experience within the travel trade, tourism, aviation, or hospitality industries, which showcases the agency's sector-specific insights and capabilities.

5.5.3 Strategic Thinking and Planning (10 points): Evaluate the Respondent's strategic thinking and approach to the scope of services, focusing on their ability to develop and implement

effective go-to-market plans based on research and insights. This includes proficiency in goal setting and strategic planning.

5.5.4 Communication and Measurable Outcomes (10 points): Evaluate the Respondent's effectiveness in client/agency communication and its track record in achieving measurable outcomes. The Respondent's should demonstrate how they translate strategic plans into actionable results and the methods used for tracking and reporting progress.

5.5.5 Cost-Effectiveness and Budget Management (10 points): Evaluate the Respondent's experience in delivering cost-effective research solutions and its capability to manage budgets efficiently. The Respondent's should provide examples of how they optimize resources to deliver value without compromising on the quality or effectiveness of research and strategic initiatives.

5.5.6 Key Personnel Qualifications and Market Research Experience (10 points): Evaluate the qualifications and depth of market research experience of key personnel assigned to the project. Consider the ability to comprehend and analyze various target markets and audience behaviors.

5.5.7 Team Size and Engagement (10 points): Assess the adequacy and involvement of the team in terms of size and their day-to-day responsibility in managing the account. Focus on capacity to provide continuous, insightful engagement based on market research findings.

5.5.8 International Footprint and Global Research Capabilities (10 points): Evaluate the Respondent's proven experience and capabilities in conducting market research across multiple international markets. Assess global reach, including effectiveness in identifying and managing diverse international survey participants and focus group members, as well as logistical management of in-person facilities worldwide, adhering to the project's targeting parameters.

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 the response to the RFQ. Respondent must provide Declaration of Hire Houston First Designation with submission. At the conclusion of scoring submissions, 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 submissions, preference points shall be distributed in the following manner:

- 5 Points: For Respondent designated as a Hire Houston First "City Business" (CB);
- 3 Points: For Respondent designated as a Hire Houston First "Local Business" (LB);
- 0 Points: For Respondent not designated as either a "City Business" (CB) or a "Local Business" (LB).

6.0 EVALUATION MATRIX

Evaluation Criteria	Max Points
5.1 Responsive	Pass/Fail
5.2 Responsible	Pass/Fail
5.3 Financial Stability	Pass/Fail
5.4 M/WBE Participation	Pass/Fail
5.5 Technical Competence Requirements	100
5.6 Local Preference Points	5
TOTAL AVAILABLE POINTS	105 POINTS

7.0 ADDITIONAL RELATED SERVICES

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

8.0 INTERLOCAL AGREEMENT

Under the same terms and conditions, the resulting contract may be expanded to other government entities through interlocal 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.

PART 5 – INSTRUCTIONS AND SUBMISSION REQUIREMENTS

1.0 INSTRUCTIONS FOR SUBMISSION

All documentation shall be submitted in accordance with the specifications below.

1.1 M/WBE and Financial Stability documents. In the appropriate section within the Submission Requirements, attach the M/WBE documents and Financial Stability documents.

The City shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their submissions any time prior to the stated deadline.

1.2 Time for Submission. Submissions shall be submitted no later than the date and time indicated for submission in this RFQ. Late submittals will not be considered.

1.3 Format. Material shall be organized following the order of the submission requirements outlined in Section 2.0.

1.4 Complete Submission. Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submissions may lead to a Respondent being deemed non-responsive. Non-responsive submissions will not be considered.

1.5 Respondent's Responsible for Timely Submission. Respondent remains responsible for ensuring that its submission is received by the time and date specified. The City assumes no responsibility for any submission not received, regardless of whether the delay is caused by some other act or circumstance.

2.0 SUBMISSION REQUIREMENTS (Note to buyer: Sample requirements listed for Tab 1-5 below)

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows.

Tab 1 - Cover Letter: The cover letter shall be signed by the Respondent's authorized representative. The letter should indicate the Respondent's commitment to provide the services proposed.

Tab 2 - Executive Summary: The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through to completion.

Tab 3 - General Company Information: Provide the name of Respondent's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

Tab 4 - Qualifications and Specialized Experience of the Respondent: Respondent's statement to each of the requirements as described in 5.0 Evaluation Criteria, 5.5 Technical Competence Requirements, including:

- 5.5.1 Track Record in Complex Global Research
- 5.5.2 Methodology and Industry-Specific Experience
- 5.5.3 Strategic Thinking and Planning
- 5.5.4 Communication and Measurable Outcomes
- 5.5.5 Cost-Effectiveness and Budget Management
- 5.5.6 Key Personnel Qualifications and Market Research Experience
- 5.5.7 Team size and Engagement
- 5.5.8 International Footprint & Global Research Capabilities

Tab 5 - Exceptions to Sample Contract: Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFQ.

Tab 6 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Tab 7 - 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 submission.

Tab 8 - Forms and Certifications: Complete and return all forms and certifications provided in PART 9 – REQUIRED FORMS TO BE SUBMITTED.

Tab 9 - M/WBE and Financial Stability documents: Complete and return the M/WBE documents and Financial Stability documents.

Part 6– EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the submission in which the Respondent clearly cites the specific paragraphs within the Sample Contract 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 Respondent's preprinted or standard terms will not be considered by the City as a part of any resulting contract. Please review and include any exceptions to the terms and conditions contained in the Sample Contract (Attachment).

Part 7 – SPECIAL CONDITIONS

1.0 NO CONTACT PERIOD

Neither Respondent(s) nor any person acting on Respondent(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 Respondent's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(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 Respondent 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 Respondent 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, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/policies-procedures.html>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **9%** of the value of the Agreement to certified MWBEs. If the Contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the OBO, available at <https://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 OBO if other attempts do not result in a resolution.

3.0 PROTESTS

Protests shall 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 RFQ or to reject any or all submissions received prior to contract award.

5.0 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>.

6.0 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.

7.0 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that vendor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

PART 8 – INSTRUCTIONS TO RESPONDENTS

1.0 PRE-SUBMISSION CONFERENCE

A Pre-Submission Conference will be held at the date, time, and location indicated on the first page of the RFQ document. Interested Respondent(s) are encouraged to attend. It will be assumed that potential Respondent(s) attending this meeting have reviewed the RFQ 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 shall be addressed to the Finance Department, Strategic Procurement Division, Jennifer Williams, preferably by e-mail to jennifer.williams@houstontx.gov or by telephone at (832) 393-8715 no later than the date and time shown on page one of this document. The City shall provide written responses to all questions received by Respondents prior to the RFQ submittal deadline. Questions received from all Respondent(s) shall be answered by the City and made available to Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained within this RFQ.

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 RFQ shall be used in preparing submission responses.

3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

4.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

4.1 Each Respondent shall carefully examine all RFQ documents and familiarize themselves with all requirements prior to submitting a submission to ensure that the submission meets the intent of this RFQ.

4.2 Before submitting a submission, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

5.0 POST-SUBMISSION DISCUSSIONS WITH RESPONDENT(S)

It is the City's intent to commence final negotiation with the Respondent(s) deemed most qualified in accordance with the criteria provided herein in, at the City's sole discretion. The City reserves the right to conduct post-submission discussions and/or interviews with any Respondents.

PART 9 – REQUIRED FORMS TO BE SUBMITTED WITH SUBMISSION

- 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” MWBE Participation Plan/Good Faith Efforts; Attachment “B” Letter of Intent; Attachment “C” Certified M/WBE Subcontracting Agreement Terms
- 3.0 Declaration of Hire Houston First Designation (Exhibit II – Attachment “D”)
 - 3.1 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 submitting a response to the RFQ. Respondents must provide Declaration of Hire Houston First Designation form (SPD can insert form number) with submission.
- 4.0 City of Houston Ownership Information Form (Exhibit III)
- 5.0 Anti-Collusion Statement (Exhibit IV)
- 6.0 Conflict of Interest Questionnaire (Exhibit V)

PART 10 – 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) [pop1.pdf \(houstontx.gov\)](#), Certification of Compliance with Pay or Play Program (POP-2) [pop2.pdf \(houstontx.gov\)](#), and List of Participating Subcontractors (POP-3) [pop3.pdf \(houstontx.gov\)](#).
- 4.0 Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate submission.
- 5.0 Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at <https://www.ethics.state.tx.us/filinginfo/1295/>.

**EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS**

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**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: SUBMISSION MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE RESPONDENT, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

**EXHIBIT II
ATTACHMENT "A"
MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS**

Date:	
Bid/Proposal Number:	
Formal Bid/Proposal Title:	

Name of Certified MWBE **	Street Address, City, State, Zip Code, Tel # & Email	Certification Type {√}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WBE			
USE THIS LINE FOR PRIME LEVEL CREDIT ONLY. CREDIT MUST NOT EXCEED 50% OF THE ADVERTISED GOAL.						

a.	CONTRACT AMOUNT TO BE PAID TO PRIME (excluding MWBE Participation)	\$
b.	MWBE PARTICIPATION AMOUNT	\$
c.	TOTAL BID/PROPOSAL AMOUNT (add lines a. and b.)	\$
d.	TOTAL % MWBE PARTICIPATION AMOUNT	%

ATTACHMENT "A"
MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS- CONTINUED

If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and/or subconsultant agreements with certified minority and women business enterprises, in addition to MWBE Prime level participation (if applicable) but failed to meet the MWBE contract goal of this bid document, list your good faith efforts to demonstrate compliance below. 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 must be certified by the Office of Business Opportunity at the time of bid submission. This completed MWBE participation plan/good faith efforts must be returned with the submission documents.**

The undersigned will enter into formal subcontracting agreement(s) with the MWBE subcontractors/subconsultants 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"**

LETTER OF INTENT

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

To: City of Houston
Contracting Department

Date: _____

Project Name and Number _____

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

_____, agrees to enter into a contractual agreement
Prime Contractor

with _____, who will provide the following goods/
M/W/SBE Subcontractor

services in connection 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
(M/W/SBE Subcontractor) Office of Business Opportunity to function in the
above-listed capacity.

Prime Contractor

M/W/SBE Subcontractor

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

Signed (Prime Contractor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

Revised March 2022

Attachment "C"
CITY OF HOUSTON
CERTIFIED M/W/SBE 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." Additionally, all such subcontract agreements shall contain the following terms:

1. _____ 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 nor the applicable statute of limitations.
2. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO 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, mailing address, phone number, and email address of such agent.
3. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the OBO Director. The OBO Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented and regulated contracts, as defined in City Code of Ordinances, Chapter 15, Article V. The MWSBE policy of the City of Houston will be discussed during the Pre-Bid /Pre-proposal conference.

For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity polices and/or governing ordinances, contact the Office of Business Opportunity via the following:

Website: <https://www.houstontx.gov/obo/>

Phone: 832.393.0600

Physical Address: 611 Walker Street, 7th Floor, Houston, Texas 77002

**EXHIBIT II
ATTACHMENT "D"
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

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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 shall 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.

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 –
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

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.

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 –
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

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

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

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

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 –
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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.

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 –
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CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

OPTIONAL: TAX APPEAL INFORMATION

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

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

Status of Appeal *[DESCRIBE]*:

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

REQUIRED: UNSWORN DECLARATION

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

Preparer's Signature	Date
_____	_____
Printed name	

Title	

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

**EXHIBIT IV
ANTI-COLLUSION STATEMENT**

The undersigned, as Respondent, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Respondent 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

Respondent Signature

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/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.