

City of Houston



Administration & Regulatory Affairs

CITY OF HOUSTON, TEXAS

NOTICE OF REQUEST FOR QUALIFICATION
(RFQ)
SOLICITATION NO.: S46-Q23684

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

918-30

NIGP CODE:

SOLICITATION DUE DATE/TIME:

OCTOBER 1, 2010 at 2:00 P.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

WIRELESS NETWORK AND COMMUNITY ACCESS LOCATION IMPLEMENTATION

PRE-PROPOSAL CONFERENCE:

Date	Time
08-27-2010	10:00 AM

Location
Houston Public Library, Central Library Concourse, 500 McKinney Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

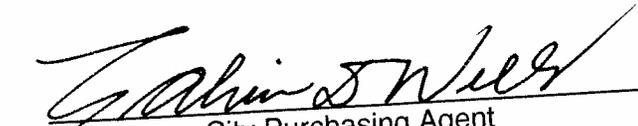
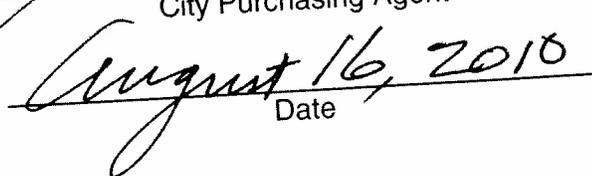
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Eric Alexander

Name

eric.alexander@houstontx.gov

E-Mail Address


Graham J. Welch
City Purchasing Agent

August 16, 2010
Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

- 1.1 The proposal package should include Six (6) copies of your response, including one (1) printed original signed in BLUE ink, and additional one (1) electronic CD copy are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFQ document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

The following information should be included in your submittal.

- A cover letter notifying the City of the provider's intent to be considered for this project
- The Statement of Qualifications (SOQ)
- The Statement of Understanding Form (Appendix C)
- The Proposal Checklist (Appendix D)

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFQ document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.

- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFQ document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(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.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Eric Alexander, telephone: (832) 393-8704, fax: (832) 393-8759, or e-mail (preferred method to): eric.alexander@houstontx.gov, no later than Friday September 10, 2010 5:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFQ. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 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 RFQ should be used in preparing Proposal responses.

- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFQ does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after a Contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a "**Trade Secret.**" The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFQ; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 8.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 9.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 10.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 11.0 The City of Houston has sole discretion and reserves the right to cancel this RFQ, or to reject any or all Proposals received prior to Contract award.
- 12.0 The City reserves the right to waive any minor informality concerning this RFQ, or to reject any or all Proposals or any part thereof.
- 13.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 14.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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15.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

GENERAL TERMS AND CONDITIONS

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 10.1-10.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY@) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 \$500,000 per occurrence

3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident \$100,000 (each accident)

3.2.4.2 Bodily injury by disease \$100,000 (policy limit)

3.2.4.3 Bodily injury by disease \$100,000 (each employee)

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for qualifications ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30 days' written notice to the City Purchasing Agent if any of your insurance policies are to be canceled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

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- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and

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Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

5.0 INSPECTIONS AND AUDITS:

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The Specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFQ for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the Specifications, Terms and Conditions of this RFQ will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.

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1.0 LOCAL MINORITY/WOMEN BUSINESSES ENTERPRISES PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 **40%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division, and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 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 into Contracts. Therefore, all respondents to this RFQ 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.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a Contract is defined as any Contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFQ describes the Contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any Contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each Contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Appendix A, B, and C). These forms must be completed and returned prior to award.

6.0 PROJECT ADMINISTRATION:

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6.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the Project Manager at the Pre-Proposal conference.

7.0 PROCUREMENT TIMELINE/SCHEDULE:

7.1 Listed below are the important estimated completion dates and times for this Request for Qualifications (RFQ).

7.2 The timeline for the due dates of the deliverables is shown below. All deliverables may be submitted prior to these due dates.

EVENT	DATE
RFQ Issued	August 16, 2010
Pre-Proposal Conference	August 27, 2010
Questions from Proposers Due to City	September 10, 2010
Proposals Due from Bidder(s)	October 1, 2010
Notification of Intent to Award (<i>Estimated</i>)	October 29, 2010
Council Agenda Date (<i>Estimated</i>)	November 17, 2010
Contract Start Date (<i>Estimated</i>)	January 3, 2011

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-Q23684

1.0 Scope

1.1 The City of Houston (“the City”) is soliciting proposals from qualified professional firms to provide implementation services related to:

1.1.1 Service Component A: City Network Installation

- o Install outdoor wireless radios within designated neighborhoods and locales

1.1.2 **Service Component B: Community Access Location (CAL) Installation and LAN configuration**

- o Install internal or external Customer Premise Equipment (CPE) at each designated CAL
- o Configure LAN and WiFi hotspot services within each CAL

1.2 Definitions

1.2.1	Access Point (AC)	An outdoor device that serves as a node on the City’s wireless network.
1.2.2	Community Access Location (CAL)	A city-owned or privately-owned facility that provides computer and internet access, computer training, educational and tutoring classes, workforce development and other training.
1.2.3	Modem	An indoor wireless device used to connect to the City’s WiFi network
1.2.4	Router	A network device located within the client facility that is used to connect multiple computers to a local subnet.
1.2.5	Subscriber Equipment/ Subscriber Unit	An outdoor device located at a CAL that is used to extend the communication range between the CAL and the nearest access point.
1.2.6	Switch	A network device located within the client facility that is used to interconnect computers within a network segment to a router.

1.3 Network Environment

1.3.1 The City of Houston is expanding its citywide municipal broadband network to improve the effectiveness and efficiency of public works, public safety, and public service operations. In addition, the City is using grant funds and excess network capacity to provide community broadband services across targeted Houston super neighborhoods.

1.3.2 The City's network infrastructure includes fiber optic and wireless microwave (FCC licensed 11GHz) backhaul, IEEE 802.16e WiMAX (FCC licensed 3650 MHz), and IEEE 802.11g Wi-Fi Mesh.

The following graph (Fig. 1-3) illustrates the City’s municipal broadband concept.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-Q23684

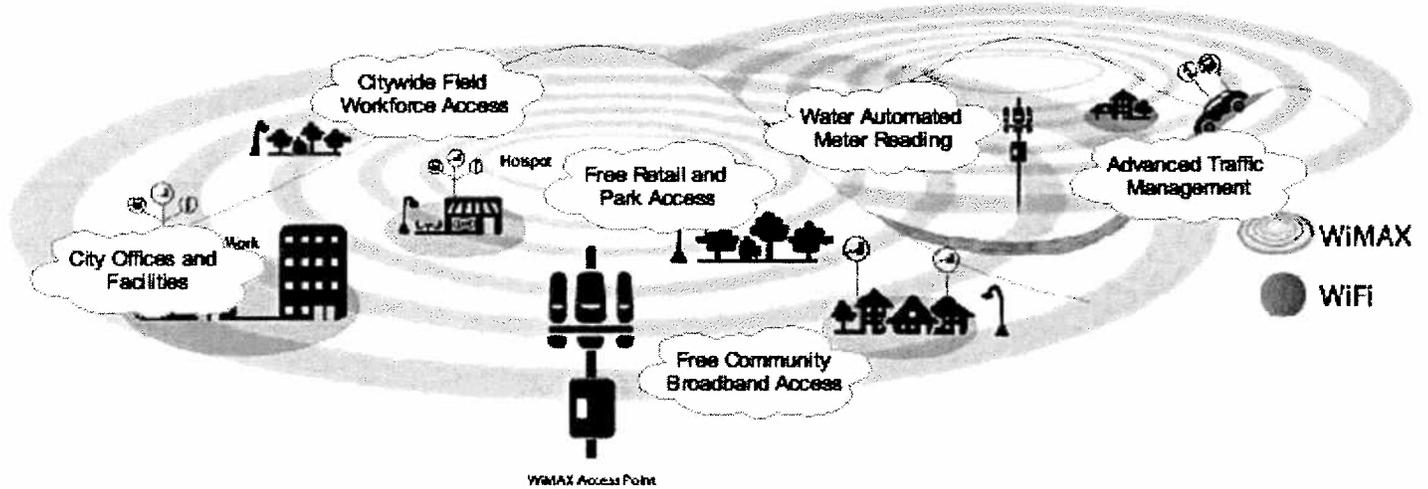


Fig. 1-3: City of Houston Municipal Broadband Concept

- 1.3.3 Each district or super neighborhood service area will have no less than 5 and potentially 25 or more wireless access points primarily in high population areas across the area. This service, referred to as Houston WiFi, is provided through high powered outdoor wireless access points that allow users to connect to the Internet with any compatible wireless device. Users can extend the range of the wireless service with wireless modems or other consumer premise equipment.
- 1.3.4 The City of Houston is seeking professional service agreements to expand its existing outdoor wireless network in the designated locations described below:

1.4 Parking Management

- 1.4.1 The City of Houston’s Parking Management division is implementing electronic parking pay stations that are connected through the wireless network. The Parking Management division wishes to expand the wireless network beyond the downtown area in the districts listed below:

# of sites	Location
1	Midtown
2	Herman Park (including the Houston Zoo)
3	University of Houston Downtown
4	Washington Ave

1.5 Houston Public Library

- 1.5.1 The Houston Public Library (HPL) is currently installing no less than 5 and potentially 25 or more wireless zone locations in the following 10 funded underserved Houston super neighborhoods:

# of sites	Location
1	Acres Homes
2	Eastex/Jensen Area
3	Fifth Ward
4	Greater Third Ward
5	Gulfton (Complete)
6	Independence Heights
7	Magnolia Park
8	OST/South Union
9	Second Ward
10	Sunnyside

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-Q23684

1.5.2 Additionally, HPL has submitted a grant application to the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP) to fund the expansion of Houston WiFi services to the following underserved Houston neighborhoods:

# of sites	Location
1	Carverdale
2	Clinton Park Tri-Community
3	Denver Harbor
4	East Houston
5	Fourth Ward
6	Greater Eastwood
7	Gulfgate/Pine Valley
8	Harrisburg/Manchester
9	Kashmere Gardens
10	Lawndale/Wayside
11	Minnetex
12	Northside Village (Near Northside)
13	Northside/NorthLine
14	Pecan Park
15	Settegast
16	South Park
17	Trinity/Houston Gardens
18	Westwood

1.6 Vendor Services Directory

1.6.1 The City of Houston intends to publish a Vendor Services Directory that will be made available to all Community Access Locations as well as other interested organizations who are seeking to provide public access using the City's network. Participating CAL organizations may, and are not required to, contact vendors listed in the directory for additional services that are not included in this RFQ. All vendors who submit a proposal to this RFQ may be included in the Vendor Services Directory. **Inclusion in the Vendor Services Directory does not constitute an award under this RFQ.** Vendors may opt out of the Vendor Services Directory by sending an email to Perry Busby at perry.busby@houstontx.gov

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-Q23684

2.0 Statement of Work

2.1 The scope of the project will include two (2) Service Components as described below. **Respondents will have the option of submitting a proposal for either of the specified service components or both. Please indicate on the cover of your proposal the following:**

Option A: RFQ response to Service Component A – City Network Installation

Option B: RFQ response to Service Component B – CAL Installation and LAN Configuration

Option C: RFQ response to Service Component A and B

Option A. City Network Installation

Installing up to 200 – 350 outdoor wireless radios on CenterPoint poles

2.1.1 City of Houston and CenterPoint Energy will provide:

#	Task
1	Internet and wireless backhaul service through the existing WiMAX IEEE 802.16e network operating in the FCC 3.65 GHz radio band.
2	All equipment including radios and cables.
3	Location and pole installation requirements. <ul style="list-style-type: none"> • Neighborhood gateway and access point installation specifications. • Pole attachment authorizations. Pole attachment guidelines for each installation.
4	Permits (as required).
5	Installation, Quality Assurance and Approval.

2.1.2 Contractor will provide:

#	Task
1	Installation and maintenance of pole attached wireless access points and related equipment in accordance with City of Houston specifications and CenterPoint Energy pole attachment guidelines (where applicable) <ul style="list-style-type: none"> • OSHA certified bucket truck (40' or higher) and installation crew. • Installations must that meet the National Electrical Safety Code (NESEC). • OSHA certified installation process and equipment (i.e., street work area)
2	Field test implementation and provide actual coverage analysis report.
3	Coordinate with Digital Payment Technology to ensure coverage and connectivity of electronic parking systems within designated areas.

Option B. CAL Installation and LAN Configuration

Installing customer premise equipment and may include the installation and/or configuration of a LAN for up to 150 public computer centers at designated community facilities.

2.1.3 City of Houston will provide:

#	Task
1	Site installation requirements including: Indoor CPE installation.
2	Outdoor mounted subscriber equipment installation.
3	Local area network (Router, switch, ports, security, etc.).
4	All equipment to be installed.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-Q23684

2.1.4 Contractor will provide:

#	Task
1	Site assessment and technical installation plan.
2	Qualified installation staff.
3	Installation and maintenance service for required equipment.
4	Quality Assurance testing to ensure connectivity and integrity of CAL's existing LAN.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-Q23684

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFQ, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTLE FORM:

2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED 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.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFQ.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

4.5 Submit documentation to evidence compliance with the requirements for qualifications, experience, and skills. If bidder plans to sub-contract any section of this bid, the sub-contractor must also meet these requirements.

4.6 The City of Houston's Houston Public Library and Parking Management division are requesting vendors that can exhibit previous project related experience and demonstrate their ability in:

4.6.1 Providing appropriate engineering, design and technical skills required for installing, configuring, and testing large scale wireless networks.

4.6.2 Providing appropriate design and technical skills required for installing, configuring, and testing community computer center equipment.

4.6.3 Providing certified resources and technical skills to effectively and efficiently install AP equipment in accordance with the NESC and CenterPoint Energy light pole attachment guideline and procedures (*See APPENDIX B*).

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-Q23684

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

- 5.1 Provide a detailed description and methodology of the proposed plan for Wireless Network and Community Access Location Implementation, which should include, but not be limited to the following:
- 5.1.1 A brief statement of the Offeror understanding of the work to be done; and
- 5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFQ's intended Scope of Work.

6.0 CONTENTS:

- 6.1 The length of the submittal document shall not exceed five pages (single-sided) for each proposed service submission, excluding resumes of personnel being presented. The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
- 6.1.1 Title Page
- 6.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
- 6.1.3 Letter of Transmittal
- 6.1.4 Expertise/Experience/Reliability Statement
- 6.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
- 6.1.6 Proposed Strategy/Operational Plan
- 6.1.7 Proposed Equipment (If Applicable)
- 6.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
- 6.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)
- 6.1.10 List of References and List of Proposed Subcontractors (Exhibit I)
- 6.1.11 Pricing Form / Fee Schedule (Exhibit III) (Submit in a seal Envelope)
- 6.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
- 6.1.13 Affidavit of Ownership or Control (Exhibit VI)
- 6.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 6.1.15 Anti-Collusion Statement (Exhibit VIII)
- 6.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 6.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
- 6.1.18 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals
- 6.1.19 The City will require the selected Contractor(s) to maintain an appropriate level of General Automobile, Workers Compensation and Professional Liability insurance.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S46-Q23684

- 6.1.20 The Contractor(s) selected to install wireless devices on CenterPoint poles will also need to be approved by CenterPoint Energy.
- 6.1.21 All proposals must conform to requirements outlined herein. The City reserves the option to request additional information from selected candidates.
- 6.1.22 The City reserves the right to select the respondent determined to be the most responsive and responsible, and in the judgment of the City, that best meet its needs for the specified services. The City further reserves the right to negotiate all terms of the contract(s) including price.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S46-Q23684

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The evaluation committee will determine best value by applying the following criteria and assigned weighted values. Prospective Bidder will be evaluated using the following criteria and point system. Each criterion has been assigned a maximum amount of points that can be given for that particular criterion. A prospective bidder will not be given more points than the maximum points assigned to each criterion. The maximum amount of points to be given shall total 100. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Proposed Strategy and Operational Plan	40%
2.1.2	Expertise / Experience / Qualifications	50%
2.1.3	Conformance to RFQ Requirements	5%
2.1.4	M/WBE Participation	5%

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S46-Q23684**

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S46-Q23684

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

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

Respectfully Submitted:

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

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20 _____

EXHIBIT I – REFERENCES
SOLICITATION NO.: S46-Q23684

LIST OF PREVIOUS CUSTOMERS

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

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

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

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

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S46-Q23684**

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S46-Q23684

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
MWBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: S46-Q23684

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S46-Q23684**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston
City Purchasing Agent**

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

(a) _____ An Individual

(b) _____ A Partnership

(c) _____ A Corporation

(d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Affirmative Action Division. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S46-Q23684

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director (“the Director”)
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor 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.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

**EXHIBIT II – ATTACHMENT “D”: AFFIRMATIVE ACTION AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: S46-Q23684**

Report Period _____

PROJECT NAME & NUMBER: _____

PRIME CONTRACTOR: _____

ADDRESS: _____

LIAISON/PHONE NO.: _____

AWARD DATE: _____

CONTRACT NO.: _____

CONTRACT AMOUNT: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF A.A. 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/WBE's to reflect up/down variances on Contract amount.

Affirmative Action Division
ATTN: Velma Laws 713-837-9018
611 Walker, 20th Floor
Houston, Texas 77002

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S46-Q23684**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S46-Q23684**

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S46-Q23684

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos { } Scheduled Autos { } Hired Autos { } Non-Owned Autos { } Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Other	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S46-Q23684

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 Qualifications 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 Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT V – FORM “A”: CONTRACTOR SUBMISSION LIST
SOLICITATION NO.: S46-Q23684

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 _____
Address _____

Name _____
Address _____

Name _____
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 personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

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

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S46-Q23684**

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 VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-Q23684

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE 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] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

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

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

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

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

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-Q23684

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% 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] _____

5% 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] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-Q23684

6. Optional Information

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

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

Status of Appeal [DESCRIBE] _____

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

Affiant

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

(Seal)

Notary Public

NOTE:

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

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO. S46-Q23684**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
 DRUG POLICY COMPLIANCE AGREEMENT
 SOLICITATION NO.: S46-Q23684**

I, _____ as an owner or officer of

 _____ (Contractor)

 _____ (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S46-Q23684**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)

_____ (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

From _____ to _____ the following testing has occurred
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent **Initials** with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines (**Initials**) will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

 Date

 Contractor Name

 Signature

 Title

**EXHIBIT VII – ATTACHMENT “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: S46-Q23684**

I, _____
 (Name) (Print/Type) (Title)

as an owner or officer of _____
 (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

 Date

 Contractor Name

 Signature

 Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
 CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
 FOR CONTRACTORS**

ATTACHMENT “D”

I, _____ as an owner or officer of
 (NAME) (PRINT/TYPE)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

 DATE

 CONTRACTOR'S NAME

 SIGNATURE

 TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S46-Q23684

Anti-Collusion Statement

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

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: S46-Q23684

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the seventh business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

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 completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than September 1st of each year that the Vendor or Contractor seeks to contract with the City, or the seventh business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S46-Q23684

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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.

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.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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.

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?

Yes No

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?

Yes No

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?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S46-Q23684

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

II. Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the Bid/Proposal.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS
SOLICITATION NO.: S46-Q23684

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.

2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play

Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)

2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S46-Q23684



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a Contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

SOLICITATION NO. S46-Q23684
WIRELESS NETWORK AND COMMUNITY ACCESS LOCATION
IMPLEMENTATION AND MAINTENANCE - Appendices

Appendix A:

To be considered, firms must submit a specific Statement of Qualification that encompasses the following:

Objective	Option A. City Network Installation	Option B. CAL Installation & LAN Configuration
Describe proposed approach for performing this work and provide a high level work plan (<i>Maximum of 9 points given</i>)	X	X
Describe prior projects where the firm has delivered similar services for government entities	X	X
Describe prior specific project details where the firm has delivered similar services to a non-profit community based organization		X
Provide specific qualifications of the individuals that will be assigned to this project and the percentage of time that each individual will be committed to the	X	X
List and provide specific qualifications and experience of all subcontractors (<i>Maximum of 9 points given</i>)	X	X
Provide an estimated number of hours for each implementation	X	X
List the hourly rates and any ancillary expenses for each skill set included in the response	X	X
List the average cost per AP installation	X	
List the average cost per CPE installation / LAN configuration		X
Three references that demonstrate firm's ability to successfully complete this type of project while building an effective working relationship with its clients (<i>Maximum of 9 points given</i>)	X	X
Complete Statement of Understanding (<i>See Attachment C</i>)	X	X

SOLICITATION NO. S46-Q23684
WIRELESS NETWORK AND COMMUNITY ACCESS LOCATION
IMPLEMENTATION AND MAINTENANCE - Appendices

Appendix B:

CenterPoint Energy Pole Attachment Guidelines and Procedures

Criteria of Suitable Street Light Standards for Wi-Fi and Repeater Attachments

1. Installation shall be in accordance with CenterPoint-approved Attachment specification drawings.
2. Installation shall be limited to 120 / 240 volt cobra style street light standards only.
3. Street light standards with single arm attachment only.
4. Wi-Fi / Repeater devices cannot be installed on the following standards:
 - a. Standards served by overhead wiring
 - b. Standards which are "relayed"
 - c. Decorative street light standards
 - d. Standards served by 480 volt service
 - e. Standards with existing additional equipment installed
5. Wi-Fi equipment, exclusive of Repeater, shall not be installed on street light arm.
6. Wi-Fi equipment shall not be installed on street light standards with signs of questionable structural integrity. The following are indications that the standard is not suitable for additional loading:
 - a. Rust penetrating into or through the base metal, welds, base plate, anchor bolts or anchor nuts.
 - b. Dented or broken surfaces or welds indicating vehicles or other objects have impacted or damaged the standard
 - c. Leaning, bowed or bent standards
7. Only equipment and arrangements that have been reviewed and approved by CenterPoint will be allowed to be installed
8. Except as provided in the Agreement, only contractors reviewed and approved by CenterPoint will be permitted to be used for operations and maintenance of attachments.

SOLICITATION NO. S46-Q23684
WIRELESS NETWORK AND COMMUNITY ACCESS LOCATION
IMPLEMENTATION AND MAINTENANCE - Appendices

Appendix C:
Statements of Understanding Form
(Please include this insert with proposal)

Statement	Acknowledge (Initial)
1. I understand that as a City of Houston Contractor the agency I represent shall ensure that MWBEs have a full and fair opportunity to participate in the performance of this City contract and the agency shall take all reasonable Good Faith Efforts to meet the MWBE goal for this Contract.	_____
2. I understand that the City of Houston requires that all contracts awarded for this project must participate in the City's health insurance benefit, Pay or Play (PoP) Program. I agree, on behalf of this agency, to comply with the requirements of the PoP Program.	_____
3. I understand and agree to comply with the City's requirement to maintain an appropriate level of General, Automobile, Workers Compensation, and Professional Liability insurance	_____
4. I understand and agree to meet NESC licenses and certification requirements as defined by CenterPoint Energy (See Attachment A). <i>(If you are submitting a bid for the CAL installation service component only, please mark an 'X' in the space)</i>	_____
5. I understand and agree to meet insurance coverage requirements as specified by CenterPoint Energy (See Attachment A). <i>(If you are submitting a bid for the CAL installation service component only, please mark an 'X' in the space)</i>	_____
6. I understand and agree to adhere to the Pole Attachment Guidelines and Procedures as specified by CenterPoint Energy (See Attachment B). <i>(If you are submitting a bid for the CAL installation service component only, please mark an 'X' in the space)</i>	_____
7. I agree to provide the City with a performance bond or letter of credit to cover potential damages if the firm fails to perform in accordance with the contract.	_____
8. I understand that the City will not agree to a limitation of liability clause in the contract between the firm I represent and the City of Houston.	_____
9. I understand that the City will retain the rights to the intellectual properties developed under the contract for this project.	_____

Authorized Agent

Date

SOLICITATION NO. S46-Q23684
WIRELESS NETWORK AND COMMUNITY ACCESS LOCATION
IMPLEMENTATION AND MAINTENANCE - Appendices

Appendix D:
Proposal Checklist
(Please include this insert with proposal)

Service Component: ALL NETWORK INSTALLATION CAL INSTALLATION & LAN CONFIGURATION
(Check One)

Item	All	Option A. Network Install	Option B. CAL Install	Vendor Initials	CoH Use Only
Proposal Package					
One (1) original and six (6) copies provided	✓	✓	✓		
Electronic copy of proposal on CD media	✓	✓	✓		
Cover Letter	✓	✓	✓		
Envelope labeled (including Solicitation No., Bidder Name, Address and Service Component)	✓	✓	✓		
Proposal Document					
Statement of Qualification (<i>excluding résumés of key personnel</i>)	10 pages max	5 pages max	5 pages max		
Résumés of key personnel	✓	✓	✓		
Reference letters (<i>maximum of 3</i>)	✓	✓	✓		
Statement of Understanding Form	✓	✓	✓		
Proposal Checklist	✓	✓	✓		
Required Forms (<i>included in proposal package</i>) *(You can download the forms at the following link: https://purchasing.houstontx.gov/)					
Affidavit of Ownership*	✓	✓	✓		
Fair Campaign Ordinance*	✓	✓	✓		
Conflict of Interest Questionnaire (Copy)*					
Drug Forms*	✓	✓	✓		
Pay or Play Acknowledgement Form & Certification of Agreement to Comply with Pay or Play*	✓	✓	✓		
Statement of Residency*	✓	✓	✓		
Copies of all Applicable Licenses / Certifications relevant to Scope of Work/Statement of Qualifications	✓	✓	✓		

✓ = REQUIRED ITEM

Authorized Agent

Date