



**CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
OWNER CONTROLLED INSURANCE PROGRAM
SOLICITATION NO.: HBH-OCIP-2016-026**

Date Issued: March 11, 2016

Pre-Proposal Conference: March 23, 2016 @ 10:00 A.M.
Strategic Procurement Division
900 Bagby, Conference Room 1
Houston, TX 77002

Proposer Questions Deadline: March 25, 2016 @ 4:00 P.M.

Proposal Due Date: April 12, 2016 @ 2:00 P.M., CST

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Project Summary: Eight year contract with a two year option for the professional brokerage and administrative services for an Owner-Controlled Insurance Program at the Houston Airport System.

MWBE Goal: 24%

NIGP Code: 91869

John J. Gillespie
Chief Procurement Officer
City of Houston

Date

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PART I – GENERAL INFORMATION

1.0 General Information

- 1.1 The City of Houston (“City”) by and through the Houston Airport System (HAS), invites interested firms to submit Proposals to provide brokerage and administrative services for an Owner-Controlled Insurance Program (OCIP) to be implemented at the Houston Airport System.

2.0 OCIP Project Background

- 2.1.1 The Houston Airport System (HAS) is seeking the professional services of an experienced, highly qualified Contractor possessing the technical expertise and infrastructure necessary to place and administer a controlled insurance program to provide a variety of risk management-related services to support the Mickey Leland International Terminal (MLIT) Project. The firm that provides the brokerage and administrative services will be referred to as the Contractor throughout this document. The selected controlled insurance program will be introduced in an Owner-Controlled Insurance Program (OCIP) model. The OCIP is expected to be in place for eight to ten years. The objectives of the OCIP are to:

2.1.1.1 Reduce overall project insurance cost and expenses;

2.1.1.2 Broaden available coverage terms and expand limits;

2.1.1.3 Gain increased oversight over insurance, safety, communication, and community relations; and,

2.1.1.4 Maintain a healthy and safe environment for employees of the Houston Airport System, the Airport System’s consultants, sub-consultants, the contractors, and their sub-contractors; and provide a safe environment for the traveling public.

- 2.1.2 It is anticipated that the OCIP will include Worker's Compensation, General and Excess Liability, and Builder's Risk insurance coverages. At the Houston Airport System’s discretion, other insurance coverages may be included in the OCIP. The purpose of this Solicitation is to select a broker, not to market the OCIP at this time. Proposers, their agents and representatives shall not contact insurance markets on behalf of HAS prior to the selection and award of a contract, if any, by HAS. A Proposer who contacts insurance markets prior to selection and award may be immediately disqualified from consideration. At HAS' discretion, additional services under the OCIP may include safety and loss prevention and surety assistance components.

2.2 Project Description

- 2.2.1 For background information, the IAH Terminal Redevelopment Program (ITRP) will include a reconstruction and redevelopment of the northern ramp of the central terminal area facilities at IAH, with the exception of Terminal A and Terminal E facilities. ITRP consists of the construction of a New Terminal C North facility by United Airlines, and two new Mickey Leland International Terminal service piers and a concourse by the Houston Airport System. An expansion and reconfiguration of the existing Federal Inspection Services (FIS) facilities may also be included in the Program. In addition to the base project elements, several enabling projects will be completed in support of the ITRP, which includes Enabling Utilities - Landside, a Program Management Office, and an Aircraft Parking Hardstand, project elements. The final phase of the ITRP will include a roadways improvement project element.

- 2.2.2 Given the substantial amount of anticipated construction volume, there is an apparent economic advantage to implementing an Owner-Controlled Insurance Program (OCIP) for HAS.
- 2.2.3 The OCIP will apply to the HAS Mickey Leland International Terminal (MLIT) Project Construction-Manager-At-Risk (CMAR) Services. It does not apply to other HAS ITRP projects, or to the New Terminal C North facility being constructed by United Airlines. HAS intends to award one (1) MLIT Architect/Engineer Design Services contract, and one (1) MLIT Construction Manager at Risk (CMAR) contract. The OCIP will only apply to the CMAR contract.
- 2.2.4 A firm construction schedule for the MLIT Project has not yet been developed. The solicitations to procure an Architect/Engineer and CMAR are in progress. We anticipate awarding these contracts during the summer/fall 2016. After contract award and mobilization, a construction schedule will be developed. HAS anticipates mobilization of the CMAR before the end of calendar year 2016. The Project is anticipated to be completed in 2022-2023.
- 2.2.5 The estimated construction cost of the MLIT is not expected to exceed \$600,000,000.00.
- 2.2.6 The scope of services requested is in support of an Owner-Controlled Insurance Program (OCIP). A Rolling Owner-Controlled Insurance Program is not desired.

2.3 Additional Information

- 2.3.1 The Broker of Record - OCIP Administrator (Contractor) shall provide risk management-related services which include risk analysis, underwriting, marketing/solicitation, consultation, and policy maintenance services for the duration of the contract.
- 2.3.2 The Broker of Record - OCIP Administrator (Contractor), in providing services to HAS for the MLIT Project, will functionally report to the Executive Program Manager's Manager of Program Controls. Services will be provided through interaction and consultation with the Manager of Program Controls and other designated HAS representatives.
- 2.3.3 The Broker of Record - OCIP Administrator (Contractor) shall provide a conceptual proposal detailing proposed risk financing methods the Contractor believes are appropriate for HAS.
- 2.3.4 Contractor is required to submit qualifications and proposed annual service fee, (with the conceptual risk financing proposal) to meet HAS controlled insurance program service needs. HAS considers professional brokerage services to be an integral part of its risk management program. The professional relationship between the individuals representing the selected Contractor and those individuals who represent HAS is of utmost importance. The selected Contractor will be expected to coordinate insurer provided assets and provide a broad range of construction-focused services to HAS, including program administration, underwriting, marketing and solicitation services, claims management, specific and on-call construction litigation expertise, loss prevention and safety training.
- 2.3.5 The Contractor shall procure required insurance policies with carriers licensed by the Texas Department of Insurance and/or eligible surplus line carriers authorized to transact the required lines of business. Insurance carriers shall have a minimum Best's Rating of "A-" or "VII" or its equivalent in the insurance industry, as shown in the current issue of Best's Key Rating Guide: Property-Casualty editions. Additionally, insurance carriers must be in good standing with the Texas Department of Insurance and have a satisfactory reputation and claims handling philosophy compatible with HAS Risk Management Division requirements/expectations.

- 2.3.6 The duration of this professional services contract will be for an eight (8) year base contract, plus one (1) two year renewal option, at the sole discretion of HAS.
- 2.3.7 The OCIP coverage insurance should contain a 10 year claim reporting tail (statute of repose).
- 2.3.8 The Contractor's administration and broker's proposal must therefore include any changes in compensation over the proposed period and include the basis for such changes.
- 2.3.9 The Contractor's feasibility analysis shall include anticipated construction work detailing the expected costs, anticipated payroll, losses and benefits, and included appropriate coverage for managing an Owner Controlled Insurance Program (OCIP).
- 2.3.10 Successful proposer must comply with Chapter 151 of the Texas Insurance Code.

3.0 Solicitation Schedule

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	March 11, 2016
Pre-Proposal Conference	March 23, 2016
Questions from Proposers Due to City	March 25, 2016
Proposals Due from Proposers	April 12, 2016
Notification of Intent to Award (<i>Estimated</i>)	May 23, 2016
Council Agenda Date (<i>Estimated</i>)	July 6, 2016
Contract Start Date (<i>Estimated</i>)	July 25, 2016

PART II – SCOPE OF WORK

4.0 Scope of Work

4.1.1 The scope of work for the Owner Controlled Insurance Program will include the following services: brokerage, claims administration, reporting, safety and loss prevention, risk assessment.

4.2 Brokerage Services

4.2.1 HAS desires to purchase a cost effective, coordinated and efficient Owner Controlled Insurance Program to protect the MLIT Project; therefore, the selected Contractor shall be qualified to act as an independent insurance advisor to HAS and proactively provide ongoing, unbiased professional advice and recommendations that benefit HAS and the City. It is especially important that the Contractor be qualified to review existing coverage provided via the City of Houston's Risk Management Program and advise HAS as to how best to procure coverage that does not duplicate existing coverage and fills and coverage gaps arising from construction project activities.

4.2.2 During the eight (8) year period of time the OCIP will be covering the MLIT Project, the Contractor shall proactively provide ongoing review and analysis of HAS's insurance programs to ensure project risks are covered by OCIP insurance coverage and/or coverage provided via the City of Houston's Risk Management Programs so the MLIT Project is adequately insured. Contractor shall also actively assist HAS with risks identification and risk transfer opportunities.

4.2.3 Work with HAS to develop and implement a marketing strategy for the OCIP. Develop underwriting and marketing specifications to competitively secure the best and essential insurance coverages at the most reasonable cost using retention, contractual transfer, or other risk financing techniques consistent with HAS' Risk Management instructions.

4.2.4 Identify viable insurance markets for the OCIP and present carrier options to HAS. As part of Broker's proposal, explain how Broker will present its plan to the HAS Director, detailing the OCIP and risk financing options to the underwriters and the necessary marketing schedule that meets HAS' approval and HAS meeting time lines. The Broker shall also provide travel and appointment considerations for all carrier and underwriter site visits and/or meetings with underwriters.

4.2.5 Contractor shall provide a planning report and a marketing plan to HAS prior to approaching insurers. Market solicitations for HAS' OCIP will be managed consistently and in accordance with the procurement regulations for the State of Texas.

4.2.6 As part of the marketing and underwriting function, Contractor shall assist HAS with the preparation of insurance applications, request quotes for the OCIP program, respond to the underwriters' questions, and provide additional data as requested. This includes the receipt and review of underwriters' quotes to ensure that new or renewal insurance proposals are accurate and conform to specifications.

4.2.7 Advise of and include HAS in marketing meetings with prospective carriers. With HAS concurrence, Contractor shall negotiate and renegotiate coverage, policy limits, sub-limits, required collateral, retentions vs. deductibles, contractual endorsements, exclusions, notice requirements, reservation of rights, subrogation tasks, manuscript development, policy additions/changes/waivers, reinsurance considerations and anticipated administrative processing for selected coverage.

- 4.2.8 Contractor shall compare prior year's policies and advise HAS of changes in policy form or coverage. Contractor shall recommend policy coverage or language changes as needed. Contractor shall work with carriers to design policies and programs most advantageous to HAS for coverage, and to prevent conflicts and coverage overlaps with other HAS insurance coverage. Contractor shall present all alternatives to HAS in a timely manner and provide HAS with copies of all correspondence (i.e., letters, reports, notices, e-mails, faxes and binders) upon request by HAS from the solicitation to the detailed negotiations and confirmations between underwriters and the Broker.
- 4.2.9 Following authorization by HAS, Contractor shall bind, cancel, and administer all placements, binders, policies, and endorsements as requested in the timetable specified by HAS. This includes a review of audits, rating adjustments, dividend calculation and loss data for policy and loss accuracy and corrections, as deemed necessary.
- 4.2.10 Contractor shall provide payment schedules and policy summaries to HAS within ten (10) days of each policy inception or renewal.
- 4.2.11 Contractor shall forward all insurance policies to HAS within thirty (30) business days of receipt from insurer.
- 4.2.12 Insurance policies reviewed and requests for correction and endorsement processing shall be finalized with the appropriate insurer within thirty (30) days of receipt from insurer and verification provided to HAS.
- 4.2.13 Contractor shall prepare all premium invoices/requests for payment and submit to HAS within five (5) business days of policy inception, endorsement change, or renewal. Premium invoices shall include a due date which will be no more than five (5) business days prior to the underwriter's due date.
- 4.2.14 Contractor shall monitor published financial information of HAS' insurers and alert HAS when the status of one or more of such insurers falls below HAS' minimum insurance guidelines of an A. M. Best rating of "A-X" or when any insurer's status with the Texas Department of Insurance changes such that the insurer is no longer authorized for that class of business in the State of Texas.
- 4.2.15 Contractor shall work with HAS in developing contract document language including: Insurance carrier legal agreements and insurance language for contract / subcontract agreements.
- 4.2.16 Broker will make recommendation as to an appropriate level of Umbrella / Excess cover required to adequately cover all OCIP participants.
- 4.2.17 Broker will produce copies of their standard OCIP manual and all recommended legal agreements including insurer, subcontractor, waivers of subrogation, joint defense agreements, etc.

4.3 Program Administration Services

- 4.3.1 Contractor shall administer the OCIP with professional services to include policy, underwriting and insurance placements, administrative services, pre-bid activity needs, enrollment process, contractor and subcontractor admittance and renewal activity, payroll data gathering/entering functions, construction volume services/changes, as established in the timetable specified by HAS.
- 4.3.2 Contractor will also be required to submit other professional unbundled risk management

component programs for the OCIP administration to include ongoing functional services such as badging/contractor enrollment, certificate tracking, claims administration, safety and training, monthly/quarterly loss trending/reporting, site visits and meeting requirements, annual stewardship presentation and executive summary report, and annual carrier payroll/policy audits, and actuarial services.

- 4.3.3 Contractor must provide list of 1) dedicated individuals or team assigned off-site to handle administration of policies, and 2) the dedicated individuals on-site at the Airport to assist with the input and management of enrollment data and other services including follow-up procedures for delinquent enrollments/payrolls and other OCIP administrative support programs.
- 4.3.4 All dedicated staff must be approved by HAS and can be removed with or without cause. In addition, HAS reserves the right, upon thirty (30) days' notice, to alter the Contractor's or vendor's On-Site Administration staff responsibilities including its hours and days spent at the site and to adjust payments accordingly.
- 4.3.5 The OCIP Contractor will be provided space for two principal OCIP-related positions within the Program Management Office on-site.
- 4.3.6 Contractor is to specifically provide construction expertise / advice to ensure construction contracts and sub-contracts contain provisions which recognize coverage provided via the OCIP and do not conflict with OCIP insurance coverage provided.
- 4.3.7 For the term of the contract, Contractor shall also review HAS' current operational all-risk property policy and make recommendations to take advantage of any enhancements to the coverage provided for the OCIP and therefore prevent coverage gaps. Contractor shall also constantly review Project Builder's Risk Insurance Coverage and assist HAS to take advantage of any available coverage enhancements to the OCIP insurance coverage.
- 4.3.8 Contractor shall also review and assist HAS to take advantage of any other associated and proposed OCIP contracts, or enabling Contractor Controlled Insurance Programs that are operating simultaneously with the HAS' OCIP. Construction expertise is mandatory and is required to ensure the coordination of coverage provided via other contractor's insurance programs; (construction managers at risk, prime contractor, sub-contractor) therefore, contracts must be reviewed for accuracy, compliance, and contractual verbiage refinements to benefit HAS.
- 4.3.9 Contractor will identify all potential conflicts of interest which may arise if Contractor represents other contractors and sub-contractors.
- 4.3.10 Contractor shall ensure that a consistent meeting and reporting schedule will be met to review service levels and to advise HAS' Risk Management of any market trends or industry conditions that may impact HAS' OCIP and associated risk management component programs, or on an insurance related issue, as needed by HAS.
- 4.3.11 Meetings and presentations shall be scheduled on a monthly and quarterly basis to include claim and safety program reviews with appropriate program personnel, program vendors/contractors and construction managers at risk.
- 4.3.12 Contractor shall provide certificate tracking and management for HAS' OCIP program to include the issuance of required certificates of insurance to appropriate insureds and interested parties. Certificates of insurance shall be issued within 48 hours of request.
- 4.3.13 Additional contractor requirements for the certificate management program include an electronic/Internet certificate tracking system that shall enable HAS access to a web-based

system for viewing, tracking and providing required reports or notices. Certificate Tracking is an integral part of an OCIP. Contractor must issue Worker's Compensation Policies to each enrolled contractor. They each get a unique policy number and it renews each year. Losses are reported to the NAIC and impact each enrolled contractor's Experience Modification Factor.

- 4.3.14 HAS will also be required to issue certificates to evidence coverage and the Contractor is required to do this.
- 4.3.15 Each enrolled contractor must submit a certificate to evidence required off-site coverage. The Contractor must retain each certification and it must be available to HAS in case any claim arises which would trigger off-site coverage. Contractor must provide a web-based management information system.
- 4.3.16 Contractor shall develop and manage contractor enrollment process to include badging services, contractor and subcontractor admittance into the program, maintenance of contractor payroll data by appropriate classifications, and oversight of payroll audit process with OCIP insurer.
- 4.3.17 Contractor shall create program budget with HAS, and benchmark against the initial program feasibility analysis to ensure OCIP maintains continued financial benefits and ensure that the program is solid/intact and is not creating unnecessary variances.
- 4.3.18 Contractor shall oversee any outstanding letters of credit or other collateral posted with insurers and actively pursue the discharge of collateral as soon as possible.
- 4.3.19 Contractor shall prepare on an annual basis an operating budget analysis, benchmark and scorecard review, actuarial study and stewardship report due every December 1st. Following the initial feasibility study, consultation with Contractor and OCIP launch, the annual date may be amended to support program needs. Contractor can utilize either internal or external resources so long as the actuary is a "Qualified Actuary" who meets the basic education, experience, and continuing education requirements of the Specific Qualification Standard for Statements of Actuarial Opinion, NAIC Property and Casualty Annual Statement, as set forth in the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States, promulgated by the American Academy of Actuaries, and is either: 1. A member in good standing of the Casualty Actuarial Society; or, 2. A member in good standing of the American Academy of Actuaries who has been approved as qualified for signing casualty loss reserve opinions by the Casualty Practice Council of the American Academy of Actuaries".
- 4.3.20 Contractor shall establish and continuously conduct monthly and quarterly broker meetings with HAS and affected stakeholders to review OCIP program status and results.
- 4.3.21 Contractor will work with HAS in developing an OCIP manual detailing coverage and outlining procedures required from all plan participants.
- 4.3.22 Contractor will participate in meetings with potential contractors and subcontractors which present OCIP details, and outline all the procedures required of participants.
- 4.3.23 Contractor will work with HAS in developing all of the necessary legal agreements related to subcontracts (joint defense agreements, waivers of subrogation, etc.).
- 4.3.24 Contractor will work with HAS in developing the management reports required so HAS Management can be kept informed with detailed information as to the progress of the OCIP
- 4.3.25 Contractor will work with HAS in developing the structure needed to generate reports for

HAS, including site code and subproject structure

4.3.26 Contractor will work with HAS in developing the reports needed for plan participants.

4.3.27 Contractor will work with HAS in developing a plan for conflict resolution for all levels of OCIP stakeholders.

4.4 Claims Administration and Reporting Services

4.4.1 Contractor shall provide a breakdown of costs, number of personnel and an organization-flow chart associated with the broker administering the OCIP professional claims function.

4.4.2 For those Contractor staff members who are either not fully dedicated to the airport or are located off-site, a percentage measure must be provided to ascertain amount of time expected to be provided for this contract, as well as the number of accounts other than the HAS' OCIP, for which affected Broker/Contractor's staff has responsibility.

4.4.3 Contractor shall supplement HAS' OCIP efforts in handling and settlement of OCIP claims with insurers by (a) defining application of coverage, (b) providing draft responses on reservation of rights letters, (c) interceding in claims disputes when necessary and (d) providing backup support to HAS' staff.

4.4.4 Contractor shall facilitate monthly claim review meetings and present updated loss analysis information at quarterly OCIP stakeholder meetings. This report should include each coverage type, as applicable, a chart of claims by type/cause, medical vs. indemnity claims, etc.

4.4.5 Contractor will assist insurance carriers' third party claims administrator investigate, adjust and subrogate every open reported claim in a professional manner and employing industry best practices in accordance with program expectations of claim level, multiple claimants, and frequency or severity standards.

4.4.6 Claim reviews shall be conducted monthly by the Contractor and/or insurance carriers' third party claims administrator for specific coverage lines, and quarterly for other coverage lines, as well as for subrogation status updates/recoveries.

4.4.7 Contractor shall assist managing litigated claims, contractual review and concerns where reservations of right issues are involved. Contractor will work with HAS Risk Management, the selected insurance carrier, and other stakeholders to identify appropriate legal counsel as soon as coverage incepts and prior to any litigation being filed. While periodic reports are not required on cases involving a one-time appearance, selected counsel shall be required to meet with HAS staff on a quarterly basis, or at HAS' discretion.

4.4.8 Contractor shall work with HAS, the insurance carrier and other stakeholders to select appropriate clinics and emergency medical resources to ensure that injured workers can immediately be transported to and receive expedited medical treatment and referrals to appropriate medical specialists. Where possible, the selected facilities will be convenient to project locations, take advantage of insurance carrier PPO billing rates, and ensure the best possible treatment and expedited return to work treatment is provided for each injured worker. In addition, Contractor will work with the selected medical facilities to minimize the paperwork needed to secure treatment for injured workers.

4.4.9 Contractor shall coordinate employee medical/drug testing needs for pre-employment, random, post-accident and return to work requirements. Medical and/or drug testing costs are not reimbursed by HAS.

- 4.4.10 Contractor and/or insurance carriers' third party claims administrator shall assist with closure of claims, in as timely a manner as possible. This includes processing in accordance with a "return to work" program implemented by HAS.
- 4.4.11 Contractor and/or contractor's vendor agrees that cases involving multiple claimants and/or catastrophic losses will not be considered grounds for allocated time and expense charges against HAS. HAS will look to the Contractor to provide advice and counsel as the MLIT Project encounters any large, complicated, severe, disputed and / or catastrophic claims. In addition, HAS will look to the Contractor to assist in dealing with disputes with insurance company claims departments over reserving and claims settlement authority and to assist HAS secure competent defense counsel and other outside experts as needed to address claim legal matters which are covered by OCIP coverage. Contractor will not charge additional fees to provide this service.
- 4.4.12 Contractor and HAS shall determine with each carrier the appropriate reporting and settlement levels for concluding various levels of claims.
- 4.4.13 Contractor shall have the responsibility of notifying both the reinsurer and HAS when the anticipated claim payout meets the notification level as outlined in the reinsurance or policy agreements.
- 4.4.14 Contractor shall provide all coverage line reports to HAS, including, but not limited to:
- 4.4.15 Annual stewardship report, due by December 1st of each year, which will include a list of deliverables created, the completion date of those services, a status report on uncompleted services, as well as any other activities undertaken on HAS' behalf.
- 4.4.16 Quarterly loss reports (preferably electronic format) for all lines of coverage, complete with a status report of all open claims, litigation and/or subrogation status updates.
- 4.4.17 Contractor shall keep HAS staff apprised of changes in applicable law and appropriate insurance continuing education seminars offered that would benefit HAS staff and meet professional development needs.
- 4.4.18 Contractor shall implement and maintain a comprehensive medical cost containment program including routine audit of medical bills resulting from OCIP claims and monthly cost savings summaries.
- 4.4.19 A third party loss control vendor has not been selected. The City of Houston's workers' compensation claim third party claims administrator is separate and distinct from the OCIP.

4.5 Safety and Loss Prevention Services

- 4.5.1 Contractor shall provide a breakdown of costs, number of personnel and an organizational flow chart associated with the administration of HAS' OCIP professional safety and loss control training program.
- 4.5.2 Contractor shall involve and schedule all carrier loss prevention specialists quarterly for a review to ascertain policy needs/expectations and loss prevention services at HAS' disposal.
- 4.5.3 Contractor shall schedule insurer loss prevention inspections and ensure that property carriers have access to design specifications or construction activities, as required to maintain compliance with insurance carrier standards and policy requirements.
- 4.5.4 Contractor will work with project management to choose how insurance and broker loss control resources are allocated and planned. Contractor will coordinate all carrier

inspections including property inspections, record keeping measures, payroll audits, fire and suppression systems, and boiler and machinery inspections.

- 4.5.5 Contractor and/or insurance carrier shall provide coordinated, efficient, and cost effective professional safety and loss prevention services. Contractor is responsible for coordinating the resources available to all OCIP participants and will assist HAS ITRP management team in identifying specific areas that need immediate targeted loss control efforts. The Contractor's and/or insurance carrier's services should include a basic safety program standard for OCIP programs to include:
- 4.5.6 Creation of appropriate safety training programs, to augment HAS-provided safety training provided through the Houston Area Construction Education Collaborative (HACEC), if appropriate, to include:
- 4.5.7 HAS safety orientation/job site specific orientation;
- 4.5.8 OSHA 10 hour certification/recertification for all employees (w/ job specific focused, if feasible);
- 4.5.9 OSHA 30 hour certification/recertification for all supervisors;
- 4.5.10 Second Language basics/English/Spanish construction terminology familiarization;
- 4.5.11 Regular employee safety/toolbox meetings;
- 4.5.12 Utilization and requirements of subcontractor loss control resources.
- 4.5.13 HAS, through the HACEC, is providing OSHA-10/OSHA-30 training to all construction contractor employees. This minimum safety (and security) training curriculum is required to be successfully completed by all construction contractor employees prior to mobilizing on the job site. Completion of the HACEC safety training by all construction contractor employees will be managed by the HACEC Executive Director.
- 4.5.14 Job specific and target-focused training will be required. Contractor should be prepared to re-assess and adjust focused training based on changes in construction personnel (turnover), HAS/stakeholder requirements and funding, construction phasing and/or trade specific needs as construction progresses.
- 4.5.15 Evaluation of the construction safety program, including program design review and suggested revisions will require consultation with HAS, ITRP management team, and all other identified stakeholders;
- 4.5.16 Monthly vendor loss control services, such as periodic review of exposures and work in progress as well as compilation of monthly safety reports and statistics. Contractor shall provide appropriate safety and training reporting capabilities to measure benefits, costs and to identify the need for other specialized construction training.
- 4.5.17 Participation in special loss control projects to include business continuity assessments and planning, industrial survey support needs;
- 4.5.18 Ensuring that all training is provided in bilingual formats (English & Spanish), and is within ADA compliance measures.
- 4.5.19 Contractor shall work with HAS to develop and design a feasible construction safety incentive/award program(s) and appropriate personal protection equipment (PPE) distribution systems for contractor personnel. Cost of PPE will be borne by HAS.

- 4.5.20 Contractor and/or safety vendor may be required at a later date to provide additional training not required, but desired by HAS owner, such as CPR/First Aid or other specific training module. Additional costs to be borne by HAS.
- 4.5.21 Contractor shall provide appropriate safety and training reporting capabilities to measure benefits, costs and to identify the need for other specialized construction training. This training will include employee specific and job site specific “targeted safety” training. (Examples: fall protection, respirator training).
- 4.5.22 Contractor shall coordinate with HAS, ITRP management team, Construction Managers at Risk and all other affected stakeholders to develop the OCIP Administration and Safety Manual. The Administration and Safety Manual shall both be updated as needed, but review and revisions shall take place no less than once each year.
- 4.5.23 Contractor shall initiate and maintain an active and open cooperative relationship with OSHA as respects site inspections and advisory in.
- 4.5.24 Contractor will work with HAS ITRP management team to develop policy which outlines procedures to facilitate the transport and treatment of all injured workers to the appropriate medical facility, and ensure the process (paperwork, treatment authorization, claim reporting, etc.) to make sure all injured workers are appropriately treated and applicable claims handled efficiently. The policy will also ensure that any subcontractor’s on site safety representative also assist in the transport and treatment of any injured worker.
- 4.5.25 Contractor will investigate each loss with project management to ensure appropriate measures are taken to ensure no similar losses occur when preventative measures can be taken.

4.6 Special Programs, Provisions and Other Reports

- 4.6.1 Implement and manage a surety assistance program that will effectively address the needs of M/WBE and small, disadvantaged businesses and that will support community business needs and growth for new and emerging business owners. Consider the necessity of contractor default insurance and the benefits provided to M/WBE contractors.
- 4.6.2 Contractor may be required, upon request, to provide actuarial services for appropriate measuring and loss development forecasting reporting needs. Pricing shall be provided for such services.
- 4.6.3 Contractor shall assist HAS in securing environmental, asbestos and other industrial hygiene services as may be requested and related to HAS’ construction or property program. HAS must specifically request assistance in these areas before performance of work begins. The need for these services would allow for this contract to be modified incorporating a specific scope of services for environmental and other industrial hygiene professional services.
- 4.6.4 Contractor shall recommend and assist HAS in reaching agreement with the applicable insurers to utilize specific legal counsel with demonstrated construction experience, particularly with knowledge of construction wrap-up programs and the associated contracts or insurance policies that are utilized in contractor/subcontractor contractual risk transfers.
- 4.6.5 Contractor shall agree that all underwriters will be requested to provide their insurance proposals on a “net”, zero-commission basis or to clearly identify the commission level being charged to HAS. Contractor also agrees to disclose all commissions and any other compensation provided by the insurers within fifteen (15) days.

4.6.6 Contractor agrees that any proposed professional vendor (subcontractor) who fails to perform according to HAS' contractual requirements and satisfaction will be subject to immediate replacement to ensure HAS' OCIP processes are not interrupted, delayed, or jeopardized.

4.6.7 No reports, information, documentation, investigative manual, data or any other developed by, given to, prepared by or assembled by the Contractor or its agents under this Contract shall be disclosed or made available to any individual or organization by the Contractor without written approval of HAS, except those parties already privy to certain information.

4.7 Risk Assessment and Benchmarking (Balanced Scorecard)

4.7.1 Contractor understands that the administration function will require an annual analysis of OCIP property, casualty, and professional exposures to include a review of maximum probable loss values, and a review of gaps in coverage. The risk assessment of the OCIP shall be incorporated into an annual stewardship report due every December 1st.

4.7.2 The reporting requirement shall include benchmarking information on insurance premiums and policy limits in same document, as well as a state of the industry comparison. The benchmark survey, along with industry best practices will support the creation of a balanced scorecard for reviewing/managing HAS' OCIP.

4.7.3 Contractor shall utilize a wrap-up Risk Management Information System (RMIS) to administer HAS' OCIP insurance program and provide appropriate data for a balanced scorecard. Access will be given to certain authorized HAS personnel and may be expanded as feasibility of RMIS is understood by the OCIP team. HAS reserves the right to receive a complete and satisfactory explanation, together with a hands-on demonstration of Contractor's RMIS hardware/software prior to the ultimate award of this contract to the successful proposer.

4.8 Additional Services

4.8.1 If services of subcontractors are contemplated, full details of the service provider must be provided. Prices must be submitted with the Price Proposal and shall be reflected on the SCHEDULE (OCIP). Contractor shall provide detailed information on the specific services that will be implemented to benefit HAS along with any projected savings that could be realized as a result of these services. A menu of possible and potential services will not be sufficient to meet this requirement. Any specialized services that are believed to be applicable to HAS should be included. Any anticipated additional costs (if any) for these services must be reflected in Contractor's proposal.

PART III – MINIMUM PERSONNEL QUALIFICATIONS

5.0 Proposer Qualifications

5.1.1 Contractor must be licensed by, and in good standing with, the Texas Department of Insurance.

5.1.2 Contractor's team members must have ten (10) years of experience as a licensed insurance broker, including five (5) years of experience as a professional insurance broker for a governmental entity.

5.1.3 Contractor must demonstrate extensive knowledge, experience, and technical expertise required to place, manage and administer large Owner Controlled Insurance (OCIs) Programs for construction projects valued greater than \$500 Million (\$500,000,000.00)

within the last five (5) years at a top 100 airport (by number of passengers) as defined by the Airports Council International (ACI) World. Respondent experience must conform to the following format:

- 5.1.4 Explain where and when the airport Owners Controlled Insurance Program experience has been achieved. Provide appropriate client references for each project; and,
- 5.1.5 Provide a statement that describes how Owners Controlled Insurance Program success, including providing Brokerage Service, Program Administration Services, Claims Administration and Reporting Services, Safety and Loss Prevention Services, Special Programs, Provisions and Other Reports, Risk Assessment and Benchmarking, and Additional Services as outlined in the RFP was achieved.
- 5.1.6 Contractor must demonstrate the knowledge, experience, technical expertise, and insurance market contacts necessary to procure large (greater than \$100 Million (\$100,000,000.00) in insurance limits) Excess Aviation Liability, Builder's Risk and Excess Builder's Risk (including Excess Builder's Risk Flood and Coastal Windstorm Coverage), and Excess Liability Insurance programs required to protect the MLIT Project.
- 5.1.7 Contractor must demonstrate the knowledge, experience, internal resources, and technical expertise necessary to assist HAS manage large unusual claims (Liability, Builder's Risk, and Worker's Compensation).
- 5.1.8 The proposer should include an affirmative statement regarding their experience, capability, and approach towards handling a major incident loss, whether using in-house or independent claims consultants. HAS will look to the Contractor to assist in dealing with disputes with insurance company claims departments over reserving and claims settlement authority and to assist HAS secure competent defense counsel and other outside experts as may be needed to address claim legal matters which are covered by OCIP coverage.
- 5.1.9 Contractor must demonstrate the knowledge, experience, internal resources, and technical expertise necessary to assist HAS manage large unusual Loss Control / Safety / Industrial Hygiene issues.
- 5.1.10 Contractor must demonstrate the knowledge, experience, internal resources, and technical expertise necessary to provide the critical web based management information systems and support required so all construction project stakeholders are provided with the data required to successfully manage the OCIP.
- 5.1.11 Contractor must demonstrate the knowledge, experience, internal resources, and technical expertise necessary to assist HAS manage the accounting, cash flow, collateral, and internal control required to successfully manage the OCIP.
- 5.1.12 Contractor must demonstrate having the local resources needed to verify and provide competent and qualified individuals required for attending and supporting meetings attended by all levels of project stakeholders, including project management, OCIP insurers, project sub-contractors, insurer and TPA claims staff, and loss control professionals.
- 5.1.13 A copy of the Contractor's insurance certificate must be included in the proposal. The limit and coverage carried that shall be shown on the broker's insurance certificate, at minimum, is:

Auto Liability:	\$1,000,000 CSL
General Liability:	\$1,000,000 / \$2,000,000 Aggregate
Workers' Comp:	Statutory Benefits, \$1,000,000 Employers' Liability
Umbrella Liability:	\$10,000,000
Professional Liability:	\$10,000,000

5.2 Performance Penalties

- 5.2.1 Contractor shall be responsible for meeting OCIP insurance marketing and placement schedules, as established by HAS at the outset of this contract. Failure to meet marketing and placement schedules will result in a penalty or liquidated damages equaling five percent (5%) of the anticipated insurance policy premium(s) per failure, as determined by HAS. Contractor shall collect insurance premiums from HAS on a timely basis. In turn, Contractor shall remit premiums on a timely basis to the affected insurance carrier. Failure on the part of the Contractor to collect or remit HAS premiums promptly which results in cancellation of insurance coverage for nonpayment of premium will result in a penalty or liquidated damages of \$10,000 for each day that the affected insurance coverage is not in force.
- 5.2.2 Contractor shall promptly report all claims involving a fatality, multiple injury, serious burns, spinal cord injuries, amputations, head injuries and/or catastrophic type claims within one hour following Contractor's first notice. This includes property damage claims that involve life safety or directly affect airport operations or potential business interruption claims. Failure of the Contractor to report claims to HAS OCIP claims staff within reporting requirements will result in a penalty or liquidated damages of \$500 per late claim.
- 5.2.3 Penalties incurred as a result of Contractor's and/or vendor/subcontractor's errors shall be paid directly by the Contractor or via a formal claim against Contractor's Professional Liability (E&O) insurance carrier.

5.3 Key Personnel

- 5.3.1 The Proposer shall identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

5.4 Price

- 5.4.1 The City will consider the overall pricing for the comprehensive solution in its selection process. See Section 7.1.5.

PART IV – EVALUATION AND SCORING PROCESS

6.0 Evaluation and Scoring Process

- 6.1.1 Evaluation committee members shall review the Evaluation Committee Guidelines and sign Nondisclosure Agreements before receipt of proposals or submissions.
- 6.1.2 The team leader shall review all submittals/proposals to determine if they are responsive and that the respondent is responsible. If the team leader believes any of the submittals/proposals are not responsive or responsible, he or she shall consult with the Chief Procurement Officer. Any nonresponsive or nonresponsible submittals/proposals shall be withheld from the evaluation committee by the team leader. The team leader shall distribute the proposals/submissions to evaluation committee members along with a scoring matrix for the procurement. Each committee member shall be assigned a letter or a number to use for the scoring form; individual names will not be attributed to the individual scoring forms. Each evaluation committee member shall independently review the

proposal/submission and score each criteria (sub-criterion) against the total number of points allocated for that criteria. Only evaluation committee members shall have voting rights; observers shall not vote.

- 6.1.3 At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each proposal/submission. Each proposal/submission will be evaluated on its own merits, not compared to others. Committee members may revise their scores—up or down—based on observations made by other members or observers.
- 6.1.4 If oral interviews are held, the expectation is that the firms will explain to the evaluation committee why their team is the best qualified for the project. In preparation for the interview session, the short-listed firms will be provided in advance with a list of questions that will be asked of all short-listed firms. In addition to the standard questions, individual committee members may ask questions specific to a particular submission/proposal. If oral interviews are held, the committee members shall convene and discuss their impressions immediately following each interview, if possible. If the discussion must occur later, it should occur as soon as practicable thereafter. The discussion shall focus on strengths, weakness, and any new observations the committee may have on the particular vendor as applied to the criteria set forth in the solicitation. After discussion, the committee members shall update their scores for each criterion and record their updated scores on the scoring matrix (even if any member does not change the score on any criteria, he or she shall enter the final score on the matrix) based on the firms explanation regarding its qualification for the Project and responses to interview questions (both standard questions and questions specific to the submission/proposal, if any). The team leader shall collect the scoring matrices.
- 6.1.5 After all scores have been updated, the proposals/submissions shall be ranked in order of the scores from greatest to least. Best and Final Offers may be requested from one or more of the top firms, if the committee so decides.
- 6.1.6 The team leader shall document the rationale for the committee's recommendation. The summary of the process shall be circulated to all committee members for their input and ultimate approval.

7.0 Evaluation Criteria

- 7.1.1 The award of a contract(s) will be made to the Respondent(s) offering the response which best meets the needs of HAS. HAS reserves the right to reject any offer if the Response submitted fails to satisfy HAS that the Proposer is properly qualified to provide the services contemplated as specified.
- 7.1.2 The following criteria will be used in the evaluation to assess the degree to which Proposals submitted meet the requirements contained in the OCIP scope.

Evaluation Criteria	Max Score
Qualifications, Knowledge, and Experience Of Key Personnel	25
Management Approach and Proposed Administration Services	25
Price (Separate Envelope)	20
Team Track Record and Experience Working Together	10
Resources and Capacity	10
Timeline and Approach to Provision of Services	10
Total	100
MWBE Compliance	Pass/Fail
Financial Capabilities (Separate Envelope)	Pass/Fail

7.1.3 **Tab A: Qualifications, Knowledge, and Experience of Key Personnel (25 Points)**

- 7.1.3.1 The successful implementation of an OCIP will require a committed leadership team that has considerable OCIP claims administration experience servicing large, multi-faceted governmental clients such as HAS. The team should have OCIP experience with airports that have large complex infrastructure involving the dual complexities of operations (landing planes) and construction (within a live international terminal). The team should demonstrate its abilities and understanding of the challenges associated with live airport terminal operations, particularly when it comes to enacting risk management strategies.
- 7.1.3.2 The Response must demonstrate core competencies in the areas of Texas worker's compensation plans, exemplary customer service, and an effective and documented dispute resolution procedure for handling issues that arise with insureds.
- 7.1.3.3 The Response must demonstrate the broker's ability to provide a spectrum of consulting services, such as actuarial, general claims administration and alternative funding arrangements.
- 7.1.3.4 The Response must detail the broker's practice and procedure for remaining abreast of emerging trends, best practices, opportunities, regulatory updates and liabilities to clients.
- 7.1.3.5 The Response must demonstrate the availability and degree of commitment of the proposed teams.

7.1.4 **Tab B: Management Approach and Proposed Administration Services (25 Points)**

- 7.1.4.1 The Response will be evaluated on the adequacy and effectiveness of the described management approach to OCIP scope requirements. The proposer should specify its approach to the scope, provide evidence of a clear and concise understanding of the scope

and how the management approach supports HAS requirements. The proposer should be knowledgeable of and be able to demonstrate standard solutions applicable to project issues as well as being able to offer innovative ideas. It is also important that the proposer demonstrate an ability to synthesize technical information and communicate this information in verbal, written or graphic form.

- 7.1.4.2 This section should also outline the proposer's management approach to addressing the scope and how key issues related to the requested services will be addressed. It should include major tasks to be completed as well as a brief description of the resources proposed to complete each task, identifying the proposer's ability to ensure timely, high quality, cost effective completion of the Work.
- 7.1.4.3 Identify those aspects of administration, including specific challenges faced on this program, which will be critical to the success of HAS' OCIP, and Broker's unique qualifications for managing them.
- 7.1.4.4 This section should, at a minimum:
 - 7.1.4.4.1 Describe proposer's overall approach to addressing the responsibilities outlined in the scope of services.
 - 7.1.4.4.2 Provide a general work plan that describes how the Proposer will organize and marshal the resources necessary to address the responsibilities outlined in the scope of services. This plan shall include all major phases of the Project.
 - 7.1.4.4.3 Provide a description of the Proposer's approach and methodology for managing work tasks and coordination, sequencing and control systems to accomplish the work, including a narrative of how your firm's approach interacts with the OCIP web-based Risk Management Information System.
 - 7.1.4.4.4 Describe how the Proposer's project team will achieve project objectives.
 - 7.1.4.4.5 Proposer must provide documentation to support professional examples of success in utilizing the proposed management approach.
 - 7.1.4.4.6 Contractor must demonstrate having the local resources needed to verify and provide competent and qualified individuals required for attending and supporting meetings attended by all levels of project stakeholders, including project management, OCIP insurers, project sub-contractors, insurer and TPA claims staff, and loss control professionals.
- 7.1.5 **Price (20 Points)**
 - 7.1.5.1 Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
 - 7.1.5.2 Complete Attachment II (Price Summary Sheet).
 - 7.1.5.3 Quantify the scope and term of services contemplated in firm's proposal.
 - 7.1.5.4 Describe in detail the remuneration your firm will receive in relation to the proposed services, including fees, commissions, and any other income.
 - 7.1.5.5 Identify additional charges that will apply should the scope or term of services extend

beyond those contemplated in firm's proposal.

7.1.5.6 Describe firm's policy on transparency of income as well as position on the collection of contingency fees, bonus commissions or other income that is not directly related to the placement of policies or delivery of services to HAS.

7.1.5.7 Provide proposed rates, fees or charges, as well as the willingness of the firm to offer flexible long-term fee arrangements in a fee schedule. Provide the title and rate at which each professional will be billed on an hourly rate. Additionally, provide the anticipated number of hours and human capital output required to complete tasks as identified in your response to tasks referenced in the scope.

7.1.6 Tab C: Team Track Record and Experience Working Together (10 Points)

7.1.6.1 The successful implementation of a broker for OCIP services will require a leadership team that can demonstrate a proven track record of technical expertise and experience with commercial insurance placement, including OCIPs at large-hub international airports. The proposing team should highlight examples of representative projects where 2 or more of the team members have worked together to successfully deliver a major project or program as described in Scope of Services.

7.1.6.2 The proposer shall provide, at a minimum, a narrative that describes:

7.1.6.2.1 Team's track record of meeting deadlines and working within a budget.

7.1.6.2.2 Team's systems and processes for ensuring quality and timely performance on similar projects, specifically OCIP projects preferably in an airport comparable to George Bush Intercontinental Airport.

7.1.6.2.3 Team's understanding of HAS' needs and team's approach to this project.

7.1.6.3 Success will be driven by establishing an effective team environment where all team members and organization units understand the strategy and their proper role in achieving a collaborative, well-coordinated program, meeting scope, quality, budget, safety and schedule objectives. Demonstrated experience on the part of the proposer in achieving program objectives in an integrated, collaborative environment is most desirable.

7.1.7 Tab D: Resources and Capacity (10 Points)

7.1.7.1 Describe the resources available to assist HAS deal with loss control issues normal to large construction projects.

7.1.7.2 Describe your OCIP web-based Risk Management Information System technology resources and discuss the system's ability to provide relevant internet management reporting access to multiple stakeholders and limit access to only the relevant data needed. Provide samples of management reports from your OCIP web-based Risk Management Information System.

7.1.7.3 As part of your risk management system, demonstrate your firm's ability to identify, plan, resource, manage, report and ultimately mitigate risks that pose a multitude of different threats to the successful & safe delivery of this project.

7.1.7.4 Detail the extent to which the risk management system engenders a culture of creating a safer on-site delivery for contractors, consultants, owners, tenants, stakeholders and members of the public. The risk management systems should identify and manage out the time & cost impact of risk on overall delivery.

7.1.8 **Tab E: Timeline and Approach to Provision of Services (10 Points)**

7.1.8.1 Provide a sample detailed timeline for conducting brokerage services for an OCIP at an airport comparable to the size of George Bush Intercontinental Airport. The timeline and approach should include key tasks (including the various phases for those tasks), category of personnel assigned, and typical level of effort (by personnel category) based on your firm's experience. Describe how your firm intends to manage the brokerage services contract with HAS and how it envisions achieving the maximum effectiveness of this long term teaming relationship. Provide a detailed timeline that demonstrates the amount of time to complete each task.

7.1.8.1.1 Describe how your firm has managed OCIP contracts with other clients.

7.1.8.1.2 Describe how your firm has managed client expectations.

7.1.9 **Tab F: Financial Capabilities (Pass/Fail)**

7.1.9.1 Submit **audited** financial statements for the last two years. If audited financial statements are not available, please submit tax returns for the two previous years and two years of unaudited financial statements.

7.1.10 **Tab G: MWBE Compliance (Pass/Fail)**

7.1.10.1 MWBE Requirements and City required documents are listed as Exhibits and Attachments. Please include any experience your firm has with outreach programs to attract MWBE firms. Only firms certified by the City of Houston as an MWBE can be utilized towards the MWBE goal.

PART V – SUBMISSION OF PROPOSAL

8.0 Instructions for Submission

8.1.1 Number of Copies. Please submit ten (10) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional ten (10) electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

John J. Gillespie
Chief Procurement Officer
901 Bagby, Suite B300
Houston, TX 77002

8.1.2 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the Office of the Chief Procurement Officer any time prior to the stated deadline.

8.1.3 Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.

8.1.4 Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

- 8.1.5 Complete submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.
- 8.1.6 Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
- 8.1.7 Timely delivery of Proposals. Proposals must be delivered by hand or sent to the City of Houston Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
- 8.1.8 Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

9.0 Submission Requirements

- 9.1.1 Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.
- 9.1.2 Executive Summary. The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, the key personnel who will be responsible for seeing the project through completion, and a rationale for proposing the software for implementation at the City. The executive summary shall also include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Attach a proposed organization chart for the project.
- 9.1.3 Proposed Plan of Action. Provide a detailed proposed plan of action describing the proposed system and indicating how all requirements will be met. Submit a matrix summarizing how each of the requirements will be met and indicating the resources that the City must commit to ascertain successful implementation.
- 9.1.3.1.1 Schedule. In addition, the proposed plan of action shall include a detailed implementation schedule, including any critical path actions that may cause delay if the schedule is not met. Also, please indicate the ability to implement the system by modules and the flexibility of altering the order of implementation of each module.
- 9.1.3.1.2 Implementation Strategy: Please describe the project management support to be provided by Proposer during the implementation. Also, please describe how the project will be phased during implementation. Describe the implementation strategy in detail. Please describe any rapid deployment solutions that the proposer plans to use. Please describe in detail if the proposer plans to use the City-owned application or proposes the use of another third party application.

- 9.1.4 Qualifications of the Proposer. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of references where a similar solution was implemented. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Please provide at least three (3) references. The City is primarily interested in clients with similar needs and comparable size. Please complete Form 2 for each of the projects.
- 9.1.5 Qualifications of Key Personnel: Provide chronological resumes of the key personnel that will be assigned to the project. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project. Please complete Form 2 for each reference and Form 3 to depict all key personnel and their availability.
- 9.1.6 M/WBE Participation: Proposer shall identify the M/WBE participation level and the role that each M/WBE firm will have in the project implementation. Since M/WBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section.
- 9.1.7 Financial Stability. Provide the audited financial statements or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.
- 9.1.8 Exceptions to Terms and Conditions. All short-listed proposers must submit any exceptions to the standard contract by redlining the standard contract electronically in unlocked, fully editable Microsoft Word format (in addition to any other hard copy delivery requirements). Short-listed proposers must include the rationale for taking the exception in the redlined contract (using the Comments feature, as needed) and by summarizing the exception in the attached Contract Exception Chart (**Exhibit VII**). Such exceptions will be considered when evaluating the short-listed proposer's response to this RFP. If a short-listed proposer takes exception to the contract language (more than simply a deletion), it must include its proposed alternative language for the City's consideration. Redlines and the Contract Exception Chart will be due at the date and time set forth in the notice inviting the short-listed proposers to an interview, which due date will be on or before the date and time of the proposer's interview.
- 9.1.9 Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 9.1.10 Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.
- 9.1.11 Other. Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others.
- 9.1.12 Forms and Certifications: Complete all forms and certifications attached, as appropriate.
- 9.1.13 Contract: Submit two (2) originals of the completed and signed Contract if no exceptions are noted.
- 9.1.14 Each Contract submitted must bear an original signature and date.
- 9.1.15 Include copy of license agreement(s) that Proposer would want to include in the contract.

9.1.16 Price Proposal: Please submit price proposal.

Part VI – SPECIAL CONDITIONS

10.0 No Contact Period

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

10.1.1 Guidance

Interested parties should always contact the designated City Representative regarding the substantive of this procurement. It is permissible to also contact the following, based on the specific circumstances:

- i. Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the City Representative for this procurement.
- ii. Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.
- iii. Communications with the city legal department regarding contract terms after notification of intent to award are permissible.

11.0 Equal Opportunity Employment

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

12.0 Minority and Woman Business Enterprises (MWBE)

12.1.1 Contactor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contactor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWBE's. Contactor acknowledges that it has

reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

13.0 Protests

- 13.1.1 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:
 - 13.1.1.1 The name, address, telephone number, and email address of the protestor.
 - 13.1.1.2 The number of the solicitation.
 - 13.1.1.3 Information confirming that the protestor is an interested party.
 - 13.1.1.4 A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.
 - 13.1.1.5 The signature of the protestor.
- 13.1.2 Protests shall be submitted to: Chief Procurement Officer, City of Houston, 901 Bagby B300, Houston, TX 77002.
- 13.1.3 The City recognizes three types of protests:
 - 13.1.3.1 Protests regarding solicitation (Pre-Submission Protest)
 - 13.1.3.1.1 Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.
 - 13.1.3.2 Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest)
 - 13.1.3.2.1 Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.
 - 13.1.3.3 Protests made after City Council's decision to award a contract (Post-Award Protest)
 - 13.1.3.3.1 Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.
 - 13.1.3.4 Any protest received after the applicable deadline will not be considered.

PART VII – INSTRUCTIONS TO PROPOSERS

14.0 Pre-Proposal Conference

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

14.2 Additional Information and Specification Changes

14.2.1 Requests for additional information and questions should be addressed to the Houston Airport System, Supply Chain Management, BJ Hubbard, 281.230.8014 or email at benard.bubbard@houstontx.gov (preferred method) no later than Friday March 25, 2016 at 4:00 P.M., CST [DATE]. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

15.0 Letter(s) of Clarification

15.1.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.

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

15.2 Examination of Documents and Requirements

15.2.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

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

15.3 Exceptions to Terms and Conditions

15.3.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

15.3.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

15.4 Post-Proposal Discussions with Proposer(s)

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

PART VIII – CITY REQUIRED FORMS

16.0 Required forms to be submitted with proposal.

- A. Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
- B. Signed M/WBE Forms: Attachment “A” Schedule of M/WBE Participation, Attachment “B”, Notice of Intent, Attachment “C”, Certified M/WBE Subcontract Terms, Attachment “D” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)
- C. Fair Campaign Ordinance Form “A” (Exhibit III)
- D. Affidavit of Ownership or Control (Exhibit IV)
- E. Anti-Collusion Statement (Exhibit V)
- F. Conflict of Interest Questionnaire (Exhibit VI)
- G. Contract and Contract Exception Chart (Exhibit VII)
- H. OCIP Price Summary Sheet [Separate envelope] (Attachment II)

17.0 Required forms shall be supplied to the vendor after award.

- A. Insurance Requirements and Sample Insurance Certificate (Exhibit VIII)
- B. Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D” (Exhibit IX)
- C. City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1” (Exhibit X)
- D. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to houstonbsc@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.
- E. Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.
- F. Certificate of Interested Parties. In accordance with Texas Gov’t Code §2252.908, the successful bidder must complete Form 1295, Certificate of Interested Parties. Form 1295 is available for downloading on the Texas Ethics Commission’s (TEC) website: <https://www.ethics.state.tx.us/forms/1295.pdf>. The successful bidder must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. No later than 30 days after the contract’s effective date, the City will upload the successful bidder’s completed Form 1295. The TEC will post the Contractor’s completed Form 1295 within seven business days of receipt. (Exhibit XI)

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

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**EXHIBIT I
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

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

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
TOTAL.....					\$_____
M/WBE PARTICIPATION AMOUNT.....					\$_____%
TOTAL BID AMOUNT.....					\$_____

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 THE OFFICE OF BUSINESS OPPORTUNITY 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 OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

PROPOSER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF PROPOSER

NAME (TYPE OR PRINT)

TITLE

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

NOTICE OF INTENT

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

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

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

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

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

with the above-referenced contract:

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

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

_____ Intend to
Prime Contractor M/W/SBE Subcontractor

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

Signed (Prime Contractor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

**EXHIBIT II
ATTACHMENT “C”
CERTIFIED M/WBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

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

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

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

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

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

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

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

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

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

EXHIBIT III FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

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

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

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

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III
FORM "A": FAIR CAMPAIGN**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____ Address _____
Proprietor

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name _____ Address _____
Partner

Name _____ Address _____
Partner

A CORPORATION

List all directors of the corporation (if none state "none"):

Name _____ Address _____
Director

Name _____ Address _____
Director

Name _____
Director Address

List all officers of the corporation (if none state "none"):

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state "none"):

Name _____
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 IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE**

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

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

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

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

**EXHIBIT IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL**

ORIG. DEPT.: _____

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 _____ **§**

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ **§**

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:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

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]** _____

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 V
ANTI-COLLUSION STATEMENT**

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 VI CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

Who must file a CIQ?

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

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

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

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

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

What is a business relationship?

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

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

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

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

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity	

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
	Date Received

<p>1 Name of person who has a business relationship with local governmental entity.</p>	
--	--

<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
---	--

<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
---	--

<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p>	<p align="center">_____</p> <p align="center">Date</p>
---	--

Exhibit VII

Contract and Contract Exception Chart

This Contract Exception Chart MUST be included with the proposal response or the proposal will not be considered. Below, is an example Exception Chart, which is included for illustrative purposes only.

ITEM No.	CONTRACT SECTION	CONTRACT LANGUAGE ¹	REVISED LANGUAGE IN RED-LINE FORMAT ²	EXPLANATION
1	Monthly Invoices	Contractor shall submit weekly invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Contractor shall submit monthly invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Proposer's system is set up to bill on a monthly basis.
2	Contract Term	This Agreement is effective on the Countersignature Date and remains in effect for 2 years unless sooner terminated under this Agreement ("Initial Term").	This Agreement is effective on the Countersignature Date and remains in effect for 3 years unless sooner terminated under this Agreement ("Initial Term").	Proposer's proposal will require 3 years to complete

Unless a Proposer agrees with and can fulfill all of the conditions and requirements in a contract clause, Proposer must state the exceptions to the clause in this chart and suggest proposed modifications to the specific contract language with which the Proposer disagrees or for which Proposer is unable to satisfy the condition or requirement, including an explanation of the revision (if any). If Proposer does not list an item as a contract exception on this chart, the City reserves the right to hold the Proposer accountable to perform in strict compliance with the proposed contract, if awarded to Proposer.

Explanation Box: Proposer should include an explanation to accompany the exception (e.g. the revised language), unless the revision is self-explanatory. Explanations may address a variety of matters, including, but not limited to:

- Distinguishing attributes or benefits associated with the response;
- Rationale for Proposer's revisions;
- Limitations, special conditions or deviations requested by Proposer;
- Additional descriptive information;
- Suggestions for services or features in addition to those requested by City of Houston; and
- Any matter that Proposer believes would be helpful to the City in reviewing the exception.

¹ Note that this language is merely illustrative and does not necessarily represent any actual language in the RFP or Terms and Conditions related to the RFP. Proposer shall include the exact language from the RFP or the Terms and Conditions in this column.

² The examples of redlined language are merely illustrative and do not indicate language that the City would or would not accept or be willing to agree to.

Attachment I – Sample Contract

ATTACHED AS SEPARATE DOWNLOADABLE DOCUMENT.

**Attachment II
OCIP Price Summary Sheet**

Program Assumptions:

Term: Eight year term with (1) two-year option
Construction Value: \$ 600,000,000
Insurance Coverages: Commercial General Liability, Worker’s Compensation, Auto Liability
 Excess Liability, Builders Risk.

Hourly Price for Consultant Service

Solely for the purpose of evaluating the Proposal, please indicate the estimated number of hours and pricing that will be assigned for each staff member (prime and subcontractor) that will be engaged to provide the requested consultant services. In the event of any additional services associated with this project, the rates charged shall not exceed those indicated below.

On the indicated lines, please provide your Payroll Rate and Billable Rate for each category. The Payroll Rate is defined as the actual hourly rate your company pays each employee or contractor. The Billable Rate is the rate your company charges the City for services.

Hourly Price for Consultant Service				
Description Position/Title	Est. No. of Hours Assigned	Payroll Hourly Rate	Billable Rate	Extension

Proposed Service Fee

Description	Hours	Fee
Scope of Service Items: (define deliverables under each item)		
Design, Market and Implementation		
Pre-Construction Activity		
Safety/Loss Control		
Claims Management Program		
Policyholder Services		
Risk Management Information System		
Annual Reporting Requirements		
TOTAL		

**Attachment III
OCIP Proposal Checklist**

The following must be completed and submitted with each Proposal

Item #	REQUIRED SUBMITTAL	Check (√)
Exhibit I	Offer and Submittal, List of References and List of Proposed Subcontractors	
Exhibit II	Signed M/WBE Forms: Attachments A,B,C, and D	
Exhibit III	Fair Campaign Ordinance Form "A"	
Exhibit IV	Affidavit of Ownership or Control	
Exhibit V	Anti-Collusion Statement	
Exhibit VI	Conflict of Interest Questionnaire	
Exhibit VII	Contract and Contract Exception Chart	
Attachment II	OCIP Price Summary Sheet (Separate Envelope)	