

TC-2-0739-029-013560

CITY OF HOUSTON

FINANCE & ADMINISTRATION DEPARTMENT

STRATEGIC PURCHASING DIVISION

INTERNET AUCTIONS

FOR THE

CITY OF HOUSTON

**HIGH TECHNOLOGY
REQUEST FOR PROPOSAL**

**NOTICE OF
REQUEST FOR PROPOSAL FOR**

INTERNET AUCTIONS

TC-2-0739-029-013560

THE CITY OF HOUSTON

The City of Houston Finance & Administration Department invites prospective contractors to submit a written proposal for Internet Auctions for the City of Houston. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

- This Proposal is available on the Internet from: www.houstonpurchasing.net

In the event you do not have download capability, the RFP document may be obtained from the Finance & Administration Department, Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until February 22, 2002, at 2:00 P.M. No proposals will be accepted after the stated deadline.

Questions concerning the Proposal should be submitted to, Strategic Purchasing, High Technology, Room B521, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Darcell "D" Ambres, phone: (713) 437-6110, fax: (713) 247-1821, Darcell.ambres@cityofhouston.net no later than 5:00 P.M., February 1, 2002.

There will be a Pre-proposal Conference on February 5, 2002 at 9:00 a.m. in the Strategic Purchasing Conference, Room No. 2, located at 901 Bagby, City Hall Basement, Houston, Texas.

All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

Calvin D. Wells
City Purchasing Agent

date

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EXHIBITS:

- EXHIBIT I: List of Previously Installed Systems/List of Subcontractors/Submittal Form
- EXHIBIT II: Pricing Form
- EXHIBIT III: Insurance Requirements
- EXHIBIT IV: City of Houston Fair Campaign Ordinance Contract Requirements
- EXHIBIT V: Drug Detection and Deterrence Procedures for Contractors
- EXHIBIT VI: Anti-Collusion Statement

SECTION I. GENERAL INSTRUCTIONS

Submittal Procedure

Seven (7) copies of the proposal, including one (1) original, signed in ink, are to be submitted in a sealed enveloped bearing the assigned Control Number located on the first page of the RFP document to:

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

Mailing: Office of the City Secretary
P.O. Box 1562
Houston, Texas 77251

The deadline for the submittal of proposal is no later than 2:00 p.m. on February 22, 2002. Failure to submit the require number of copies as stated above may be subject for disqualification form the proposal process.

Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

Proposal Format

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

The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein should remain firm for a period of one hundred-eighty (180) days after receipt of best and final offer.

Pre-Proposal Conference

A Pre-Proposal Conference will be held at 9:00 a.m. on February 5, 2002, in the Strategic Purchasing Conference Room No. 2, located at 901 Bagby, City Hall Basement, Houston, Texas. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

Additional Information and Specifications Changes

Requests for additional information and questions should be addressed to the Finance & Administration Department, High Technology Section, Darcell "D" Ambres, (713) 437-6110 fax: (714) 247-1821 no later than February 1, 2002, at 5:00 p.m. local time. The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

Post-Proposal Discussions With Proposers

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-bid discussion with any Proposers who have a realistic possibility of contract award including requests for additional information and requests for "Best and Final" offers.

Terms, Conditions and Exceptions

1. This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
2. The proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.
3. The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the proposal evaluation process.
4. In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
5. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees) for the purpose of influencing consideration of a proposal.
6. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City

can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.

7. All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
8. The RFP and the related responses of the selected Proposer will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The city reserves the right to negotiate with contractor the exact terms and conditions of the contract.
9. Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.

Conditions and Limitations

1. If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Contractor.
2. Clerical support and reproduction of documentation costs shall be the responsibility of the contractor. If required, such support and costs shall be defined in the contract negotiated.
3. Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
4. The Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
5. The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
6. Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the contract.

7. The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
8. The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.
9. The City reserves the right to request clarification of any proposal after all proposals have been received.
10. The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
11. Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officers or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.
12. The proposal must be signed by a person(s) authorized to legally bind the Proposer and must contain a statement that this proposal and the fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of best and final offer.
13. The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
14. After contract execution, the Proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from the City Purchasing Agent.
15. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
16. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

Interpreting Specifications

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

Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

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. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. Exhibit V of this RFP describes the contract and documentation requirements relating to this ordinance.

Drug Detection and Deterrence Procedures for Contractors

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

Project Administration

Overall project administration shall be provided by Ron Headley, (713) 837-9852. Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Administrator.

SECTION II. SCOPE OF WORK

Introduction

Proposals are invited from all interested and qualified companies (Proposers) to provide Internet Auction services for Internet sales of City of Houston miscellaneous personal properties classified as salvage, surplus, abandoned or confiscated. Automotive property is not included in the City's miscellaneous property auctions. Specifically, the City of Houston (the City) is soliciting proposals for the services of an Internet Auctioneer to provide a website to display items available for sale by auction

The successful Proposer will assume complete responsibility for developing the auction website and creating the initial set up of operations, for recommending computer hardware and other periphery equipment necessary to operate the website, for providing the necessary software program or package to and maintenance of website along with computer software required to operate the auction site.

The contract term will be one initial year with two (2) twelve-month renewal options.

Background

The City of Houston has historically disposed of its miscellaneous personal property through a traditional auction company. Although this method has worked well for the City, it is now interested in receiving proposals that would allow it to examine and possibly pursue opportunities available through internet auctions, either as a substitute for, or in addition to, the traditional auction methods. It is the City's desire to utilize methods available that maximizes revenue it realizes from the disposal of its surplus property.

Gross sales proceeds (including sales and use tax) from the miscellaneous properties are as follows for the previous three years:

FY 2001	\$144,706
FY 2000	\$168,552
FY 1999	\$354,031

Scope of Services

- 1. Property to be Sold.** From time to time, the City will designate personal property ("Property" refers collectively to all items designated for auction) that is desires to auction on the Internet. Proposer will specify location where Property will be held until purchased in an auction.
- 2. Title.** Proposer will specify where Property of Title will remain until item is purchased in an auction.
- 3. Method of Selling Property.** Specify Internet domain or domains Proposer selects to list Property for auction sale.
 - Specify terms and conditions of sale.
 - Specify manner of determining when Property will be auctioned.

- Specify who will be responsible for setting the length of time an item of Property will be auctioned.
- Specify responsibility for creating text and graphics to describe and depict Property submitted for auction.
- Proposer will be responsible for collecting all purchaser information.
- Specify procedures for collecting auction proceeds for completed sales from purchasers.
- Proposer must demonstrate ability to approve and process purchaser's credit card purchase transactions.
- Proposer must sell and dispose of all Property "as is" "where is" without any warranty liability to the City of Houston, including, but not limited to, any warranties of title.
- Specify proposer's responsibility for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.

4. Sales Proceeds Allocation. Proposer will specify the manner in which sales proceeds and sales reports will be remitted to the City along with a description of Proposer's commission or fee structure and manner in which Proposer will be paid for services rendered.

5. Payment Terms. Proposer will specify the frequency that City will be paid proceeds from sale. In addition, the Proposer should describe the detailed contents of a sales activity report that will accompany each payment. Other reports should include the following:

- Details of Property sold during the reporting period.
- Total amount of proceeds collected resulting from auction sales.
- Details of credit card transactions and related costs.
- Sales and use tax reports.
- Detail of Property inventory at end of each month.

SECTION III. PROPOSAL OUTLINE AND CONTENT

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

Letter of Transmittal

The letter of transmittal should be limited to one (1) or two (2) pages and should include:

1. A brief statement of the Proposer's understanding of the work to be done.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
3. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of the best and final offer and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

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

Financial Statement

Please submit your company's most recent financial statement.

Title Page

The title page should include the RFP subject and RFP number, the name and address of the Proposer and the date of the proposal.

Contents

The contents should be identified by section, description, and page number.

Recommendations/Exceptions

If your organization takes exceptions to the equipment and/or services requested in this RFP, please state specifically within your proposal your objection. If you feel the technical specifications are slanted toward one (1) particular vendor or service provider, please state in writing your concerns. If you feel that another firm has been given any type of an

advantage in responding to this RFP, please notify the City of Houston, Finance and Administration Department, Strategic Purchasing Division, Attn: Jerry Roberts (713) 247-3919, Fax (713) 247-1821, 901 Bagby, Houston, Texas 77002.

Invoicing

The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

City of Houston
Finance and Administration Department
Accounts Payable Section
P.O. Box 1562
Houston, Texas 77251

The City of Houston requires timely and accurate accounting and billing information.

Indemnity and Release

A. RELEASE

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

B. INDEMNIFICATION

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

1. CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
2. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

3. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

C. INDEMNIFICATION

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

Indemnification Procedures

1. Notice of Claims:

If the City or Contractor receives notice of any claim or circumstances, which could give, rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- A. a description of the indemnification event in reasonable detail,
- B. the basis on which indemnification may be due, and
- C. the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 days period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffer loss, or incurs expense because of the delay.

2. Defense of Claims:

- A. Assumption of Defense: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonable satisfactory to

the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does; not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

B. Continued Participation:

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

Insurance Requirements

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's**

Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

1. **Risks and Limits of Liability:** Contractor shall maintain the following coverages and limits of liability:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory for Worker's Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1M aggregate
Excess Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1M aggregate
(Real Property Only) ALL RISK covering Tenant Improvements, Trade Fixtures and Equipment (including fire, lighting, vandalism, and extended coverage perils)	(Replacement Value)
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 combined single limit per occurrence
(For Professional Services Contract	\$500,000 per occurrence \$1M

Only)

aggregate

Professional Liability Coverage

Defense cost is excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period
unless otherwise indicated.

2. Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
3. Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
4. Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
5. Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
6. Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

7. Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
8. Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
9. Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
10. Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
11. Proof of Insurance
 - A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
 - B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

1. immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
2. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

12. Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

Contractor Performance Language

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

Warranties - (Form 6 - Computer Contracts)

(1) Contractor warrants that it shall provide the Director with all materials (including, but not limited to, documentation and manuals) that fully describe the operation and usage of the System(s) and related Software it provides under this Agreement, and that the System(s) and related Software will perform in accordance with such materials.

(2) Contractor warrants that:

- (a) the System(s) and related Software it provides under this Agreement will accurately record, store, process, calculate, and present all calendar dates and will correctly calculate any information dependent on or relating to a calendar date or date(s) without impacting the functionality, data integrity, or performance of the System(s) and related Software;
- (b) all date processing by the System(s) and related Software will include four digit year format and will recognize and accurately process Leap Year dates;
- (c) all date sorting by the System(s) and related Software that includes a year category must be accomplished using a four digit year format code; and
- (d) the System(s) and related Software (i) will not lose any functionality with respect to the introduction of records containing dates, and (ii) will be interoperable and compatible with other software the City uses that may deliver records to the System(s) and related Software, receive records from them, or interact with them, including but not limited to back-up and archived data.

(3) Contractor shall thoroughly test the System(s) and related Software to verify that they meet the warranties set forth in this Agreement before providing the System(s) and related Software to the City.

(4) Test Scripts.

- (a) If required by the Director, Contractor shall submit a test script in a form acceptable to the City that
 - (i) validates that the System(s) and related Software provided by Contractor under this Agreement comply with the warranties set out in this Agreement,
 - (ii) identifies the latest future calendar date that the System(s) and related Software is able to accurately record, store, process, calculate, and present, and

- (iii) demonstrates the ability of the System(s) and related Software to correctly calculate any information dependent on or relating to a calendar date or date(s) without impacting the functionality, data integrity, or performance of the System(s) and related Software.
- (b) Such a "test script" may be any documented procedure which performs such validation to the Director's satisfaction. Examples of test scripts include:
 - (i) computer programs to be run on the System(s) and related Software, or
 - (ii) Contractor's written procedures which instruct the City how to test the System(s) and related Software.

Warranties - (Form 7 - Computer Contract - Maintenance, Support and Repair Services)

- (1) Contractor warrants that none of the maintenance, support, or repair services it provides for the System(s) and related Software under this Agreement will modify or affect the System(s) and related Software so that
 - (a) the System(s) and related Software do not comply with the warranties set out in this Agreement;
 - (b) the System(s) and related Software do not perform in accordance with all applicable materials that describe the operation and usage of the System(s) and related Software (including, but not limited to, all documentation and manuals associated with such System(s) and related Software);

- (c) the System(s) and related Software do not accurately record, store, process, calculate, and present all calendar dates or correctly calculate any information dependent on or relating to a calendar date or date(s);

the System(s) and related Software accurately record, store, process, calculate, and present all calendar dates and correctly calculate any information dependent on or relating to a calendar date or date(s), but (i) there is an impact to the functionality, data integrity, or performance of the System(s) and related Software, or (ii) the City is required to obtain additional hardware, software, maintenance services, or support in order for the System(s) and related Software to operate in such a manner; or

- (e) the System(s) and related Software (i) lose any functionality with respect to the introduction of records containing dates or (ii) are no longer interoperable and compatible with other software the City uses that may deliver records to the System(s) and related Software, receive records from them, or interact with them, including but not limited to back-up and archived data.

(2) Any time that Contractor's performance of maintenance, support, and repair services under this Agreement could affect the ability of the System(s) and related Software to meet the warranties set forth in this Agreement, Contractor shall:

- (a) Obtain the Director's approval before proceeding with performance of the maintenance, support, and repair services;
- (b) Upon completion of the maintenance, support, and repair services, submit a test script in a form acceptable to the City that
 - (i) validates that the System(s) and related Software comply with the warranties set forth in this Agreement,
 - (ii) identifies the latest future calendar date that the System(s) and related Software is able to accurately record, store, process, calculate, and present, and

- (iii) demonstrates the ability of the System(s) and related Software to correctly calculate any information dependent on or relating to a calendar date or date(s) without impacting the functionality, data integrity, or performance of the System(s) and related Software.
- (c) Such a "test script" may be any documented procedure which performs such validation to the Director's satisfaction. Examples of test scripts include:
- (i) computer programs to be run on the System(s) and related Software; or
 - (ii) Contractor's written procedures which instruct the City how to test the System(s) and related Software.

Inspections and Audits

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

SECTION IV. EVALUATION AND SELECTION PROCESS

Award Of Contract

The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

1. Conformance to Scope of Work.
2. Municipal experience or equivalent, reputation and capabilities.
3. Total service and support commitment
4. Total revenue to the City plus all cost, including any incentives offered in excess of that required.

EXHIBIT I

LIST OF PREVIOUS CUSTOMERS/LIST OF SUBCONTRACTORS/SUBMITTAL FORMS

LIST OF PREVIOUS CUSTOMERS:

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

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

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

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

SUBMITTAL FORM

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

Respectfully Submitted:

(print or type name of Contractor – full company name)

By: _____
(signature of authorized officer or agent)

Name: _____

Title: _____

Date: _____

Attest/Witness: _____
(signature)

Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Telephone No. of Contractor: (_____) _____

(signature, name and title of Affiant)

Notary Public in and for _____
_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT III

CITY OF HOUSTON

INSURANCE REQUIREMENTS FOR CONTRACTS

To comply with the terms and conditions for insurance in a City of Houston contract, the Contractor's insurance certificate must be prepared as follows:

- A. The City of Houston must be listed as an additional insured on the face of the certificate.
- B. The City of Houston must be included in the insurer's notification requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's insurance agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-out, additions, and changes to the original text, must all be initialed by the insurance agent authorized to make such changes.):

CANCELLATION:

OR MATERIALLY ALTERED SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE

J.D.



J.D.

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

AUTHORIZED REPRESENTATIVE OF INSURER John Doe "

- OR -

- 2. By adding the following to the Special Items area of the policy:

"THE TERMS OF THE POLICIES DESCRIBED BY THIS CERTIFICATE AS TO ADVANCE NOTIFICATION OF CANCELLATION OR MATERIAL CHANGE ARE IN COMPLIANCE WITH THE CONTRACT TERMS BETWEEN THE CITY OF HOUSTON AND THE INSURED FOR THE PROJECT OR SERVICE COVERED BY THIS CERTIFICATE AND SUCH ADVANCE NOTIFICATION WILL BE PROVIDED TO THE CITY OF HOUSTON."

SAMPLE FOR AWARD OVER \$15,000.00

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

PRODUCER

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

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

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

COVERAGE'S

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

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

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

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

DEPARTMENT – PROCUREMENT SERVICES DIVISION

P.O. BOX 1562
 HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT IV

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 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, all partners 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.

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 “ V”

**DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS**

**CITY OF HOUSTON
DRUG DETECTION AND DETERRENCE PROCEDURE**

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

**DRUG POLICY COMPLIANCE AGREEMENT
ATTACHMENT A**

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

(Name of Company) (Contractor)

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

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

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

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

Date

Contractor Name

Signature

Title

DRUG POLICY COMPLIANCE DECLARATION ATTACHMENT "B"

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

(Name of Company) (Contractor)

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

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

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

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

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

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

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

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

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

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

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

Date

Contractor Name

Signature

Title

**Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract
ATTACHMENT "C"**

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

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

Date

Contractor Name

Signature

Title

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

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

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

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT “ VI”
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