

**S37-T22593**

**CITY OF HOUSTON**

**FINANCE & ADMINISTRATION DEPARTMENT**

**STRATEGIC PURCHASING DIVISION**

**CHECK PROCESSING VALIDATION, IMAGING SERVICES AND ATM  
CONCESSION SERVICES**

**FOR THE**

**CITY OF HOUSTON**

**NPIG CODE**

**946-22; 920-30; 920-41**

**PROCUREMENT  
REQUEST FOR PROPOSAL**

**NOTICE OF  
REQUEST FOR PROPOSAL FOR  
CHECK PROCESSING VALIDATION, IMAGING SERVICES AND ATM  
CONCESSION SERVICES**

**S37-T22593**

**THE CITY OF HOUSTON**

The City of Houston Finance & Administration Department invites prospective contractors to submit a written proposal for Check Processing Validation, Imaging Services and ATM Concession Services 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: <http://www.houstontx.gov/purchasing/>

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 **Friday, September 28, 2007 at 2:00 P.M.** No proposals will be accepted after the stated deadline.

There will be a **Pre-Proposal Conference on Tuesday, September 4, 2007 at 2:00 P.M.** in the Strategic Purchasing Division, Conference Room No. 2, located at 901 Bagby, City Hall, Houston, Texas 77002.

Questions concerning the Proposal should be submitted to, Strategic Purchasing, High Technology, Room B505, City Hall, 901 Bagby, Houston, Texas 77002, Attn: **Joyce Hays** phone: (713) 247-1802, fax: (713) 247-3039, [joyce.hays@cityofhouston.net](mailto:joyce.hays@cityofhouston.net) no later than **3:00 P.M., Monday, September 10, 2006.**

All proposals must 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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## SECTION I. GENERAL INSTRUCTIONS

### 1.0 Submittal Procedure:

- 1.1 Six (6) copies of the proposal, **plus** one (1) printed original, signed in **BLUE** ink, are to be submitted in a sealed enveloped bearing the assigned Control Number located on the first page of the RFP document to:
  - 1.1.1 City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002
- 1.2 The deadline for the submittal of the proposal is no later than **Friday, September 28, 2007 at 2:00 P.M.** Failure to submit the require number of copies as stated above may be subject for disqualification form the proposal process.
- 1.3 Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

### 2.0 Proposal Format:

- 2.1 The Proposal should be electronically generated and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.
- 2.2 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 shall remain firm for a period of one hundred-eighty (180) days.

### 3.0 Pre-Proposal Conference:

- 3.1 A Pre-Proposal Conference will be held **Tuesday, September 4, 2007 at 2:00 P.M.** in the Strategic Purchasing Division Conference Room No. 2, located at 901 Bagby, Houston, Texas, 77002. 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.

#### **4.0 Additional Information and Specifications Changes:**

- 4.1 Requests for additional information and questions should be addressed to the Finance & Administration Department, High Technology Section, **Joyce Hays, (713) 247-1802 fax: (713) 247-3039, [joyce.hays@cityofhouston.net](mailto:joyce.hays@cityofhouston.net)** no later than **Monday, September 10, 2007 at 3:00 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.

#### **5.0 Addenda & Modifications:**

- 5.1 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment 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. *All contacts that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.*
- 5.2 The City does not assume responsibility for the receipt of any addendum sent to Proposers.

#### **6.0 Examination of Documents And Requirements:**

- 6.1 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.
- 6.2 Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements 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 Request for Proposal.

#### **7.0 Post-Proposal Discussions With Proposers:**

- 7.1 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).

## 8.0 Terms, Conditions, Limitations and Exceptions:

- 8.1 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.
- 8.2 *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.*
- 8.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the proposal evaluation process.
- 8.4 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.
- 8.5 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees).
- 8.6 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.
- 8.7 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.
- 8.8 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 alternative Proposer the exact terms and conditions of the contract.*
- 8.9 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.
- 8.10 *The price agreement(s) shall become effective on or about **January 16, 2008** for a term of three (3) calendar years. The City of Houston reserves the option of*

*extending the agreement(s) on an annual basis for two (2) additional one-year terms or portions thereof.*

- 8.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 8.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the contract negotiated.
- 8.13 Prime 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.
- 8.14 The Prime 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.
- 8.15 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 8.16 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Proposer, which would impede or impair the proper and timely performance of the contract.
- 8.17 *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.*
- 8.18 *The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all proposals or any part thereof.*
- 8.19 *The City reserves the right to request clarification of any proposal after they have been received.*
- 8.20 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.
- 8.21 *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.*

- 8.22 After contract execution, the successful Proposer shall be the Prime Contractor 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 written approval from the City Purchasing Agent.
- 8.23 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.
- 8.24 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.

## **9.0 Invoicing:**

- 9.1 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:
  - 9.1.1 City of Houston  
Municipal Courts Administration  
Attn: Zandra Sills/Financial Services  
611 Walker 3<sup>rd</sup> Floor Annex  
Houston, TX 77002
- 9.2 The City of Houston requires timely and accurate accounting and billing information.

## **10.0 Indemnity and Release:**

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

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS

FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

10.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 10.1-10.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

10.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

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

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

10.3 INDEMNIFICATION

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

**11.0 Indemnification Procedures:**

11.1 Notice of Claims. If the City or Prime Contractor/Supplier 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:

11.1.1 a description of the indemnification event in reasonable detail,

11.1.2 the basis on which indemnification may be due, and

11.1.3 the anticipated amount of the indemnified loss.

11.2 This notice does not estop 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 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

### 11.3 Defense of Claims

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

11.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier 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.

## 12.0 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, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

12.1 Comprehensive General Liability including Contractual Liability and Automobile

Liability insurance shall be in at least the following amounts:

12.1.1 Commercial General Liability Insurance including Contractual Liability:

12.1.1.1 \$500,000 per occurrence;

12.1.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

12.1.2 Workers' Compensation including Broad Form All States Endorsement:

12.1.2.1 Amount shall be statutory amount.

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

12.1.3 Automobile Liability (See Note Below):

12.1.3.1 \$1,000,000 Combined Single Limit per occurrence

12.1.4 Employer's Liability

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

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

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

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

12.3 All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

12.4 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a

Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

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

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

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

12.5.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

12.5.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

12.5.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

12.5.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

12.5.5 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.

12.5.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

12.5.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an

endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

12.5.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

12.5.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

12.5.10 Proof of Insurance On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

12.5.10.1 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

12.5.10.2 Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

12.5.10.3 Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

12.5.10.4 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.

12.5.11 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.

### **13.0 Contractor Performance Language:**

13.1 Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not

interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

#### **14.0 Inspections and Audits:**

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

#### **15.0 Interpreting Specifications:**

- 15.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this 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.*
- 15.2 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 of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

#### **16.0 Local Minority/Women Businesses Enterprises Participation:**

- 16.1 Pursuant to City Council Motion No. 86-2204 passed August 5, 1986, each Proposer must agree that if awarded the contract, the Proposer will make good faith efforts to award subcontracts or purchase agreements of at least **11%** of the total value of the contract to M/WBE firms certified by the City's Affirmative Action Division. **Evidence of this Good Faith Effort must be included in the proposal EXHIBIT I, "Minority and Women Business Enterprise Contract Requirements"** is included for informational purposes only.

#### **17.0 City Contractors' Pay or Play Program:**

- 17.1 The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. To that purpose, this Executive Order establishes the Pay or Play Program and the procedures for the administration thereof. This Executive Order also authorizes studies to evaluate the effectiveness and impact of the Program on contracting firms and the City of Houston. Completion of **Exhibit X –"Pay or Play" Acknowledgement Form** will

signify a Good Faith Effort to comply with this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

### **18.0 City Contractor Ownership Disclosure Ordinance:**

- 18.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP 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.
- 18.2 Completion of **Exhibit VI** –“Affidavit of Ownership or Control” will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

### **19. CONTRACTOR DEBT:**

- 19.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

### **20.0 City of Houston Fair Campaign Ordinance:**

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

### **21.0 Drug Detection and Deterrence Procedures for Contractors:**

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

## 22.0 Project Administration:

22.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Manager at the pre-proposal conference.

## 23.0 Schedule:

23.1 Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

23.2	<u>EVENT</u>	<u>DATE</u>
	Date of issue of the RFP	August 24, 2007
	Pre-Proposal Conference	September 4, 2007
	Questions from Proposers due to City	September 10, 2007
	Proposals due from Proposers	September 28 2007
	Notification of intent to award ( <i>Estimated</i> )	December 5, 2007
	Council Agenda Date (Tentative)	January 2, 2007
	Contract start date ( <i>Estimated</i> )	January 16, 2008

## SECTION II.

### SCOPE OF WORK

#### GENERAL

The City of Houston, Municipal Courts Administration Department (MCAD) has experienced a recent change in business processes and efficiency improvements. MCAD is seeking the following products and services:

**Check Scanning and Record Retention/ Management**  
**Check Validation and Conversion option to ACH Electronic Draft Capability**  
**ATM Installations**

The Municipal Courts Administration Department (MCAD) desires to enter into a contractual arrangement with a single established and responsible company to provide the above-mentioned services. However, the City also reserves the right to separate the services set out in this RFP for award of more than one contract.

For all of the above services cited herein, MCAD is seeking equipment and services that are of the highest quality and that utilize the most recent technological advances.

Proposals are requested from all interested and qualified Proposers capable of providing a complete solution for the Municipal Courts Administration Department at the Main Courthouse, and other Court locations. Please provide a proposal for placement of equipment clearly indicating fees being proposed.

### PART I CHECK PROCESSING VALIDATION and IMAGING SERVICES

#### 1.0 INTRODUCTION

##### 1.1 Phase I Services:

The City of Houston, Municipal Courts Administration Department (MCAD) is the largest municipal court in the state of Texas and the fourth largest in America with over 1.4 million citations written annually and revenues yielding approximately \$40 million annually. Given the recent change in business processes and efficiency improvements, MCAD is seeking the following products and services:

1.1.1 **Check Scanning and Record Retention/ Management** to ensure that the department can retain an image of the front and back of the check (for proof of payment) as well as to achieve the most efficient archival methodology in order to reduce storage space and enhance data accessibility.

1.1.2 **Check Validation and Conversion option to ACH Electronic Draft Capability** is another key service and product the MCAD would need to

or insufficient fund checks that are costly to the City and time consuming. MCAD would like the flexibility to provide threshold amounts for consideration for check validation or conversion options.

1.2 **Phase II Services:**

Within the next 18 to 24 months, MCAD would like to have assistance with **Lock Box** services for all major court/ satellite locations. For the initial service implementation, MCAD will identify at least (2) satellite court locations, in addition to 1400 Lubbock, its hub court location. Front end processing through the Municipal Courts case management system as well as processes/procedures required on behalf of the Chief Clerk will need to be defined and a systematic work flow detail with a vendor/financial institution that is flexible, has a proven track record for assisting the customer with implementation and providing thorough training/internal controls both on site and demonstration site are important.

**2.0 DEFINITIONS**

- 2.1 "City" shall mean the City of Houston.
- 2.2 "Contract Administrator" shall mean the Chief Clerk of the Municipal Courts - Administration or her designee.
- 2.3 "Courts" shall be defined as the Municipal Courts located at 1400 Lubbock Street, Houston, Texas 77002 or any other designated satellite Court location.
- 2.4 "Services" shall mean payment processing services to include check verification, check conversion and Automated Clearing House (ACH) check processing.

**3.0 PAYMENT PROCESSING SERVICES**

- 3.1 The Services should offer on-line viewing of checks to allow research of returned items.
- 3.2 The Services should offer on-line reporting and monthly activity statements.
- 3.3 Checks should be electronically deposited.
- 3.4 The Services should allow for automatic settlement of funds.
- 3.5 The Services should provide "Real Time" check verification information.
- 3.6 The Services should identify negative data and potential fraud accounts.
- 3.7 The Services should identify the current status of a checking account as of the opening of that banking business day as well as:
  - 3.7.1 Is the account open;
  - 3.7.2 Is the account closed;
  - 3.7.3 Is the account in an NSF balance;

- 3.7.3 Is the account in an NSF balance;
- 3.7.4 Is the account in a positive balance;
- 3.7.5 Can the account accept electronic debits;
- 3.7.6 Is there a stop payment already placed against that item;
- 3.7.7 Can the account be located.

## **PART II ATM CONCESSION SERVICES**

### **1.0 INTRODUCTION**

- 1.1 The City of Houston Municipal Courts – Administration Department desires to enter into an Automated Teller Machine ("ATM") contractual arrangement with a single established and responsible company ("ATM Provider"). Proposals are requested from all interested and qualified Proposers capable of providing Automatic Teller Machine Services for the Municipal Courts Administration Department's Main Courthouse, and, at the Proposer's option, satellite locations. **For low transaction sites, the City will consider creative fee arrangements with the ATM Provider.**
- 1.2 **ATM Installations**, MCAD has one of the highest usage facilities and foot traffic businesses relative to the need for ATM services compared to all other City departments except the Houston Airport System. Given the expansion of services and operating hours in FY08 (overall a minimum of 9%) we anticipate an increased volume of users at the 1400 Lubbock and Mykawa locations. We would like to see this service and product as part of the package of payment processing services given the anticipated volume and public demand.

### **2.0 GENERAL INFORMATION**

- 2.1 MCAD is soliciting proposals for the right to provide, install, operate and maintain in good working order, ATM machines with the appropriate communication (telephone) line modem, cameras and alarm system—all in compliance with industry standards. Upon award of the Agreement, the successful Provider shall install equipment at designated locations in the Facility, the premises of which MCAD will make available. Future locations are shown in **ATTACHMENT A**.
- 2.2 At an undetermined time in the future, MCAD reserves the right to request that additional equipment for any/all of the services be added to various locations. All unidentified future sites will be provided via an Additions/Deletitions Provision of the Contract on an "As Needed" basis only.
- 2.3 The City is seeking ATMs and services that are of the highest quality and that utilize the most recent technological advances in automated teller machine equipment for the convenience of the public. Transaction fees and service charges must be reasonable and competitive with the transaction fees and service charges for similar services within the Houston, TX area.

2.4 One ATM is currently provided at the following location:

<b>City Department</b>	<b>ATM Location</b>
Municipal Courts Administration Dept.	Main Courthouse 1400 Lubbock Houston, Texas 77002-1553

Recent ATM transactions history is shown in **ATTACHMENT B**.

2.5.1 THIS DATA IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHALL, IN NO WAY, RELIEVE THE ATM PROVIDER FROM THE RESPONSIBILITY OF DETERMINING FOR ITSELF THE BUSINESS POTENTIAL OF THE PROPOSED ATM CONCESSION.

### **Part III ATM SERVICES - MINIMUM SERVICE AND OPERATIONAL REQUIREMENTS**

#### **3.1 SERVICES**

- 3.1.1 ATM Provider shall be a member of at least one national network, such as Cirrus or Plus and one regional network, such as Pulse.
- 3.1.2 ATM Provider shall be Federal Deposit Insurance Corporation (FDIC) insured.
- 3.1.3 ATM Provider shall provide complete data processing of ATM transactions including communication, routing, authorizing, settlement, etc.
- 3.1.4 ATM Provider shall provide systems monitoring, diagnostics, and service dispatch.
- 3.1.5 ATMs shall support the following transaction types in both English and Spanish:
  - 3.1.5.1 Cash withdrawal from credit card account
  - 3.1.5.2 Cash withdrawal from checking account
  - 3.1.5.3 Cash withdrawal from savings account
  - 3.1.5.4 Accept deposits
  - 3.1.5.5 Transfers from checking to savings
  - 3.1.5.6 Transfers from savings to checking
  - 3.1.5.7 Balance inquiry from checking
  - 3.1.5.8 Balance inquiry from savings
- 3.1.6 ATM Provider shall provide complete data processing of ATM transactions including communication, routing, authorizations, settlement, etc.
- 3.1.7 ATM Provider shall provide systems monitoring, diagnostics, and service dispatch.

- 3.1.8 ATM Provider shall provide vendor maintenance for necessary problem resolution and repair by qualified technicians, as well as maintenance for minor problem resolution (currency and/or form replenishment) not requiring vendor technicians during non-peak hours (other than 7:00 a.m. - 9:00 a.m. and 7:00 p.m. - 9:00 p.m.). Hours of maintenance should include, but not be limited to, 6:00 a.m. to midnight, 7 days per week. Maintenance and repair response time should be less than two (2) hours.
- 3.1.9 ATM Provider shall maintain the availability of the ATM system in a manner that will ensure 95% uptime or a minimum of 22.8 hours for each 24-hour period, 7 days per week.
- 3.1.10 ATM Provider shall provide written monthly reporting of transaction volume, type, amount, and ATM machine availability for each ATM location.
- 3.1.11 ATM Provider shall be responsible for installing and maintaining electrical, data, security, telephone line connections and equipment to the ATM locations.
- 3.1.12 ATM Provider shall provide a qualified and experienced representative to manage the ATM concession.
- 3.1.13 ATM Provider will be responsible for all ongoing operating costs.
- 3.1.14 ATM Provider shall install, maintain, and monitor security cameras and alarms with each ATM.
- 3.1.15 Contractor shall have the option of not installing an additional ATM in a location if the projected transaction volume is determined to be insufficient to warrant an additional ATM.

## **3.2 EQUIPMENT SPECIFICATIONS**

- 3.2.1 The ATM Provider shall provide equipment that uses the most recent technological advances in ATM equipment. The minimum requirements are as follows:
  - 3.2.1.1 ATM shall have an Integrated Pentium processor capable of advance functions including LAN connectivity, system management capabilities for predicting, assisting and reporting maintenance. ATM will also have an electronic journal for storing various types of operational information.
  - 3.2.1.2 ATM shall have the capability to dispense multiple denominations of United States currency.
- 3.2.1 ATMs must be capable of being programmed in both English and Spanish.
- 3.2.3 Each ATM must meet all ADA requirements.

- 3.2.4 Each ATM location shall be equipped with an alarm system.
- 3.2.5 ATMs shall have color CRTs.
- 3.2.6 ATM equipment shall be modular in design to incorporate new features and capabilities.
- 3.2.7 ATM equipment must be new and not refurbished or used.
- 3.2.8 ATM equipment must use current technology. ATM with modern features, such as larger touch screens, are preferred.
- 3.2.9 Special consideration will be given to ATM's meeting or exceeding the following, or comparable, specifications:
  - 3.2.9.1 Cassette Configuration: Multiple cassettes configurations.
  - 3.2.9.2 Display Type: 15.1-inch consumer LCD display with touch-screen options with or without function keys, sunlight viewable and privacy filter options.
  - 3.2.9.3 Resolution: 1024 x 728 Resolution
  - 3.2.9.4 Security: Fraud-resistant dispenser and card reader, consumer awareness mirrors, encrypting PIN pad, duress alarm, universal camera mounts, available ink dye system, Sygate firewall, and much more. Security chest: UL 291 Level I, CEN I, CEN III, CEN IV.
  - 3.2.9.5 Security Lock: Type Variety of electronic and mechanical locks available.
  - 3.2.9.6 Dispenser: Advanced Function Dispenser (AFD) utilizes proven friction pick technology; can divert cassette with separate retract and divert compartments.
  - 3.2.9.7 Processor Intel® Pentium® 2 Gig of RAM.
  - 3.2.9.8 Communications: Dial-up, TCP/IP, Wireless. 56k baud internationally certified modem.
  - 3.2.9.9 Signage Options: Lighted signage with advertising area
  - 3.2.9.10 Printer
  - 3.2.9.11 Encryption: Encryption PIN PAD(EPE) to comply with all international encryption standards. Triple DES compliant.
  - 3.2.9.12 Audio transaction for the visually impaired.

- 3.2.9.13 Operating System: Support Microsoft Windows file format to add custom logos and adds.
- 3.2.9.14 Optional Additions: EMV Smart Card reader.
- 3.2.9.15 Advertising Capabilities: Place marketing messages on large 15.1" color display or two-color graphical receipt, branding panel.
- 3.2.9.16 Additional Information: 10.4" LCD rear display monitor, voice guidance, custom colors; Options: card reader type, envelope depositor w/ integrated dispenser, Intelligent Depository Module™, bulk note acceptor, journal & passbook printer, remote status indicator, coin dispense.

## **4.0 FEES**

- 4.1 ATM Provider shall pay MCAD a flat fee per month per ATM, based on usage volume for each Agreement year, including extension years. The transaction charges, if any, to be charged to the ATM customers should also be included in the proposal. Convenience and low transaction fees to the customers take precedence over the financial return to MCAD. Contractor shall not change its transaction charges without the Chief Clerk's prior written approval.
- 4.2 All services shall be offered at a fee that is competitive with fees charged for similar services throughout the Houston, TX area.

## **5.0 SECURITY**

- 5.1 The ATM Provider shall be responsible for conducting background checks of each employee working or requiring access to a currency exchange location that is beyond the security checkpoint or as may be required by MCAD. It is understood that the MCAD's requirements regarding security matters may change from time to time and the ATM Provider shall comply with all such requirements. Any fines for a security violation by the ATM Provider shall be reimbursed to MCAD.

## **6.0 AMERICANS WITH DISABILITIES ACT (ADA)**

- 6.1 The successful ATM Provider shall be responsible for meeting the requirements of the Americans with Disabilities Act (ADA) Accessibility Guidelines. For compliance information, please contact the Mayor's Office of Affirmative Action and Contract Compliance at (713) 837-9046.

## **7.0 IMPROVEMENTS**

- 7.1 The ATM Provider shall accept the ATM location(s) in an "as is" condition. Further, the ATM Provider shall be responsible, at its cost, for any improvements

necessary to make each location suitable for the operation of ATMs. Certain ATM location(s) in the future, or at the Chief Clerk's request, may require that the ATM equipment be built-in or enclosed. All construction and improvements will meet the Chief Clerk's improvement standards as well as the City's Building Code. The City will provide the construction and improvements in locations where built-ins or enclosed ATMs are requested by the Chief Clerk.. ATM Provider will develop detailed plans and specifications for these improvements, which shall be subject to the Chief Clerk's written approval.

- 7.2 The ATM Provider will also be required to adhere to the City's cabling standards for materials, installation, and documentation.

## **8.0 GENERAL INFORMATION**

- 8.1 The successful ATM Provider shall furnish the following information with its request to the Chief Clerk for approval of any and all signage for the ATM machines and locations:

- 8.1.1 An exhibit of the ATM location(s).
- 8.1.2 An elevation (drawn to scale) of the ATM and sign location(s).
- 8.1.3 Either a color elevation or a sample board of the sign colors/finishes.
- 8.1.4 A complete description of the sign.

## **9.0 ADDITIONS/DELETIONS**

- 9.1 MCAD by written notice from the Chief Clerk or the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like or similar equipment and/or services to the list of location(s), equipment and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from MCAD. Location(s), equipment and/or services added/deleted will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional location(s), equipment and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's prevailing charges or rates for the location(s), equipment and/or services classified in the fee schedule.

## **10.0 SITE VISIT**

- 10.1 ATM Provider(s) are encouraged to inspect the premises and operations relevant to automated financial services by making arrangements with Mr. Gilbert Crawford, Assistant Director, MCAD, who may be reached by calling (713) 247-4771.

## ATTACHMENT A

MAIN COURT LOCATION	HOURS	PHONE
Municipal Courts Building 1400 Lubbock Houston, TX 77002	M- F, 7am to 10pm Sat. 8am to 5pm	713-247-5228
ANNEX LOCATIONS	HOURS	PHONE
Acres Homes / North Command Station 9455 West Montgomery Houston, TX 77088	Fri., 8am to 5pm This site is being expanded to 5 days/wk in the near future	281.405.5319
* Southeast Command Station (Courts 13 & 14) 8300 Mykawa Houston, TX 77048	M-F, 8am to 5pm	713.731.5155 713.731.5156
* Westside Command Station (Court 18) 3203 South Dairy Ashford Houston, TX 77082-2320	Mon and Fri - 8 am to 5pm Tue - Thur - 4 pm to 9pm	281.584.4889

## ATTACHMENT B

City of Houston Main Courthouse		
	Surcharge Trans	Total Trans
<b>Aug-06</b>	792	991
<b>Sep-06</b>	779	1,045
<b>Oct-06</b>	812	1,039
<b>Nov-06</b>	712	932
<b>Dec-06</b>	720	929
<b>Jan 07</b>	779	1011
<b>Feb 07</b>	874	1197
<b>Mar 07</b>	927	1221
<b>Apr 07</b>	699	997
<b>May 07</b>	684	976
<b>Jun 07</b>	739	990
<b>July 07</b>	755	986
<b>TOTAL</b>	<b>9272</b>	<b>12314</b>

## **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.

### **1.0 Title Page:**

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

### **2.0 Submittal Form:**

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

### **3.0 Letter of Transmittal:**

- 3.1 A letter of transmittal shall include the following:
  - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
  - 3.1.2 A statement that the per unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
  - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

### **4.0 Expertise/Experience/Qualification Statement:**

- 4.1 A brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages. The Proposer should have at least three (3) years of continuous successful experience within the last five (5) years in the ownership, management and operation of the specified services or similar business.
- 4.2 An Organizational Chart.
- 4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 4.4 Provide copies of key personnel certifications and/or licenses.

## **5.0 Proposed Strategy & Operational Plan:**

5.1 Provide a detailed description and methodology of the proposed plan for RFP NAME, which should include, but not be limited to the following:

5.1.1 A brief statement of the Proposer's understanding of the work to be done.

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP intended Scope of Work.

## **6.0 Proposed Equipment: (Optional)**

6.1 Provide complete RFP NAME description, design, functions and technical specifications of RFP NAME that are being proposed for usage.

## **7.0 Financial Statement:**

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

## **8.0 Contents:**

8.1 The contents should be identified by section, description, and page number and should include, at a minimum, the following sections:

8.1.1 Title Page

8.1.2 Signed and Notarized Submittal Form (Exhibit II)

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Reliability Statement

8.1.5 Organizational Chart, Resumes & Certifications/Licenses of proposed key personnel.

8.1.6 Proposed Strategy/Operational Plan

8.1.7 Proposed Equipment

8.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for past two years.

8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation and Attachment "B" Letter of Intent (Exhibit I)

8.1.10 List of Previous Customers and List of Proposed Subcontractors (Exhibit II)

8.1.11 Pricing Form (Exhibit III)

8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)

8.1.13 Affidavit of Ownership or Control (Exhibit VI)

8.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

8.1.15 Anti Collusion Statement (Exhibit VIII)

8.1.16 Conflict of Interest Questionnaire (Exhibit IX – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>)

8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)

8.1.18 Requested Information Outlined in the Scope of Work & Other Additional Relevant/Supporting Information.

## SECTION IV. EVALUATION AND SELECTION PROCESS

### 1.0 Evaluation Summary:

- 1.1 An evaluation committee will develop a short list of respondents and these short listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.

### 2.0 Selection Process

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer to create, modify and implement the required application modules. The Proposer shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Expertise/Experience/Reliability/Qualifications	30%
2.1.2	Equipment Features and Design	20%
2.1.3	Services & Operation Plan	25%
2.1.4	Transaction Fees to ATM Users	15%
2.1.5	Conformance to RFP Requirements	10%

**EXHIBIT I**

**GOAL ORIENTED MINORITY/WOMEN BUSINESS ENTERPRISES  
CONTRACT REQUIREMENTS**

**ATTACHMENT "A"**  
**CITY OF HOUSTON**  
**SCHEDULE OF M/WBE PARTICIPATION**

DATE OF REPORT: \_\_\_\_\_

BID No.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

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

**ATTACHMENT "A" (CONTINUED)**

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


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

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

\_\_\_\_\_  
**BIDDER COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER**

\_\_\_\_\_  
**NAME (TYPE OF PRINT)**

\_\_\_\_\_  
**TITLE**

**ATTACHMENT "B"**  
**LETTER OF INTENT**

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

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

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

**LETTER OF INTENT**

Contract Bid Number: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

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

1. \_\_\_\_\_ agrees to perform work/supply goods and/or  
**Name of Minority/Women Business Enterprise**  
services in connection with the above-named contract and \_\_\_\_\_ as:

**Name of Prime Contractor**

- (a) \_\_\_\_\_ An Individual
- (b) \_\_\_\_\_ A Partnership
- (c) \_\_\_\_\_ A Corporation
- (d) \_\_\_\_\_ A Joint Venture

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

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

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
Signed-Prime Contractor

\_\_\_\_\_  
Signed-Minority/Women Business Enterprise

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT "C"

### CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

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

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required bythe City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

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

**ATTACHMENT "D"**  
**CITY OF HOUSTON**  
**Affirmative Action 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 AA 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/WBEs to reflect up/down variances on contract amount

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

**EXHIBIT II**

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

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

Respectfully Submitted:

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

By: \_\_\_\_\_  
(signature of authorized officer or agent)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(signature, name and title of Affiant)

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

## EXHIBIT III

### Price List

#### A. Check Conversion Fees

YEAR	MONTHLY FEE	TRANSACTION FEE	RETURNED ITEM FEE
1			
2			
3			
4			
5			

#### B. Validation Fee

YEAR	TRANSACTION FEE
1	
2	
3	
4	
5	

#### C. Scanning

Scanner (One-time purchase price)      \$ \_\_\_\_\_  
 Image Cost      \$ \_\_\_\_\_ ea

D. Any Other Costs      \$ \_\_\_\_\_

#### E. MONTHLY TRANSACTION FEES ("MTF")

YEAR 1	MONTHLY TRANSACTION PER ATM	SURCHARGEABLE TRANSACTION	FEE PER TRANSACTION TO CUSTOMER	COMMISSION PAID TO CITY OF HOUSTON
1	0-500	SURCHARGEABLE TRANSACTION*	=\$	=\$
2	501-1500	SURCHARGEABLE TRANSACTION	=\$	=\$
3	1501-3000	SURCHARGEABLE TRANSACTION	=\$	=\$
4	3001 & UP	SURCHARGEABLE TRANSACTION	=\$	=\$

\* A transaction is "surchargeable" if the PULSE network agreement applicable to the transaction provides for a terminal usage fee in connection with such transactions.

YEAR 2	MONTHLY TRANSACTION PER ATM	SURCHARGEABLE TRANSACTION	FEE PER TRANSACTION TO CUSTOMER	COMMISSION PAID TO CITY OF HOUSTON
1	0-500	SURCHARGEABLE TRANSACTION*	=\$	=\$
2	501-1500	SURCHARGEABLE TRANSACTION	=\$	=\$
3	1501-3000	SURCHARGEABLE TRANSACTION	=\$	=\$
4	3001 & UP	SURCHARGEABLE TRANSACTION	=\$	=\$

\* A transaction is "surchargeable" if the PULSE network agreement applicable to the transaction provides for a terminal usage fee in connection with such transactions.

YEAR 3	MONTHLY TRANSACTION PER ATM	SURCHARGEABLE TRANSACTION	FEE PER TRANSACTION TO CUSTOMER	COMMISSION PAID TO CITY OF HOUSTON
1	0-500	SURCHARGEABLE TRANSACTION*	=\$	=\$
2	501-1500	SURCHARGEABLE TRANSACTION	=\$	=\$
3	1501-3000	SURCHARGEABLE TRANSACTION	=\$	=\$
4	3001 & UP	SURCHARGEABLE TRANSACTION	=\$	=\$

\* A transaction is "surchargeable" if the PULSE network agreement applicable to the transaction provides for a terminal usage fee in connection with such transactions.

YEAR 4	MONTHLY TRANSACTION PER ATM	SURCHARGEABLE TRANSACTION	FEE PER TRANSACTION TO CUSTOMER	COMMISSION PAID TO CITY OF HOUSTON
1	0-500	SURCHARGEABLE TRANSACTION*	=\$	=\$
2	501-1500	SURCHARGEABLE TRANSACTION	=\$	=\$
3	1501-3000	SURCHARGEABLE TRANSACTION	=\$	=\$
4	3001 & UP	SURCHARGEABLE TRANSACTION	=\$	=\$

\* A transaction is "surchargeable" if the PULSE network agreement applicable to the transaction provides for a terminal usage fee in connection with such transactions.

<b>YEAR 5</b>	<b>MONTHLY TRANSACTION PER ATM</b>	<b>SURCHARGEABLE TRANSACTION</b>	<b>FEE PER TRANSACTION TO CUSTOMER</b>	<b>COMMISSION PAID TO CITY OF HOUSTON</b>
<b>1</b>	<b>0-500</b>	<b>SURCHARGEABLE TRANSACTION*</b>	<b>=\$</b>	<b>=\$</b>
<b>2</b>	<b>501-1500</b>	<b>SURCHARGEABLE TRANSACTION</b>	<b>=\$</b>	<b>=\$</b>
<b>3</b>	<b>1501-3000</b>	<b>SURCHARGEABLE TRANSACTION</b>	<b>=\$</b>	<b>=\$</b>
<b>4</b>	<b>3001 &amp; UP</b>	<b>SURCHARGEABLE TRANSACTION</b>	<b>=\$</b>	<b>=\$</b>

\* A transaction is "surchargeable" if the PULSE network agreement applicable to the transaction provides for a terminal usage fee in connection with such transactions.

# EXHIBIT IV

## City of Houston Insurance Requirements for Contracts

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth on page 12 hereof and in Section C hereof:

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

=====CANCELLATION=====

J. D.

NON-RENEWED

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

J. D.

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

J. D.

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

=====

AUTHORIZED REPRESENTATIVE OF INSURER

\_\_\_\_\_ John Doe \_\_\_\_\_

=====

- O R -

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

Revised - 03/09/95

## CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least 60 days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate.

# SAMPLE FOR AWARD OVER \$25,000.00

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

**DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS**

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

**CERTIFICATE HOLDER**

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

DEPARTMENT - PROCUREMENT SERVICES DIVISION

P.O. BOX 1562  
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

## EXHIBIT V

### 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, 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.



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

Name \_\_\_\_\_  
Officer Address \_\_\_\_\_

Name \_\_\_\_\_  
Officer Address \_\_\_\_\_

Name \_\_\_\_\_  
Officer Address \_\_\_\_\_

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

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

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

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

8/23/01

## EXHIBIT VI

### CITY OF HOUSTON 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.



Orig. Dept.: \_\_\_\_\_

File/I.D. No.: \_\_\_\_\_

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. **[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]** \_\_\_\_\_

Orig. Dept.: \_\_\_\_\_

File/I.D. No.: \_\_\_\_\_

**6. Optional Information**

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

Name of Debtor: \_\_\_\_\_

Tax Account Nos. \_\_\_\_\_

Case or File Nos. \_\_\_\_\_

Attorney/Agent Name \_\_\_\_\_

Attorney/Agent Phone No. (\_\_\_\_) \_\_\_\_\_

Tax Years \_\_\_\_\_

Status of Appeal [DESCRIBE] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

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

## EXHIBIT VII

### Drug Detection And Deterrence Procedures For Contractors

- (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**



**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

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

I \_\_\_\_\_ as an owner or officer of  
**(NAME) (PRINT/TYPE)**

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CONTRACTOR'S NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

# EXHIBIT VIII

## Anti-Collusion Statement

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

## EXHIBIT IX

### CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

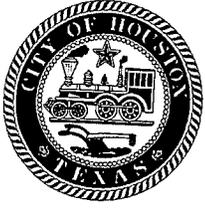
Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1<sup>st</sup>** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or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

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

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

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

**EXHIBIT X**  
**CITY CONTRACTORS' PAY OR PLAY PROGRAM**



**CITY OF HOUSTON  
PAY OR PLAY PROGRAM  
Acknowledgement Form**

Form POP-1A

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

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

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your bid or proposal.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address