



S33-T22951

CITY OF HOUSTON

ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT

STRATEGIC PURCHASING DIVISION

**ELECTRONIC CITATION DEVICES
FOR
MUNICIPAL COURTS AND THE HOUSTON POLICE DEPARTMENT**

NIGP CODE: 680-34

**PROCUREMENT
REQUEST FOR PROPOSAL**



**NOTICE OF
REQUEST FOR PROPOSAL FOR
ELECTRONIC CITATION DEVICES**

S33-T22951

THE CITY OF HOUSTON

The City of Houston Administration & Regulatory Affairs Department invites prospective contractors to submit a written proposal for Handheld Citation Devices. 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://purchasing.houstontx.gov/>

In the event you do not have download capability, the RFP document may be obtained from the Administration & Regulatory Affairs 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, August 22, 2008 at 2:00 P.M.** No proposals will be accepted after the stated deadline.

There will be a **Pre-Proposal Conference on Wednesday, July 30, 2008 at 10:00 A.M.** in the Strategic Purchasing Division, Conference Room No. 1, located at 900 Bagby, City Hall Annex, Tunnel Level, Houston, Texas.

Questions concerning the Proposal should be submitted to, Strategic Purchasing, High Technology, Room 506, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Conley Jackson, phone: (832) 393-8733, fax: (832) 393-8759, conley.jackson@cityofhouston.net no later than **12:00 P.M., Monday, August 11, 2008.**

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


Calvin D. Wells
City Purchasing Agent

7-8-08
Date

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SECTION I. GENERAL INSTRUCTIONS

1.0 SUBMITTAL PROCEDURE:

- 1.1 A cover letter must accompany the proposal, and must include the following information:
 - a. Name and address of the vendor;
 - b. Name, title, telephone number, and e-mail address of the person authorized to commit to the vendor on the contract; and
 - c. Name, title, telephone number, and e-mail address of the person to be contacted regarding the content of the proposal, if different from above.
- 1.2 Seven (7) copies of the proposal, including 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:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002
- 1.3 The deadline for the submittal of the proposal to the City Secretary's Office is no later than **Friday, August 22, 2008 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.
- 1.4 Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.
- 1.5 The City of Houston shall bear no responsibility for submitting responses on behalf of any Contractor. 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 Contractor(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 **Wednesday, July 30, 2008 at 10:00 A.M.** in the Strategic Purchasing Division Conference Room No. 1, City Hall Annex, located at 900 Bagby, Tunnel Level, Houston, Texas. Interested Contractors should plan to attend. It will be assumed that potential Contractors 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, Conley Jackson, (832) 393-8733 fax: (832) 393-8759, conley.jackson@cityofhouston.net no later than **Monday, August 11, 2008 at 12:00 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. Contractors 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.
- 5.2 The City does not assume responsibility for the receipt of any addendum sent to Contractors.

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Contractor 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 Contractor 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 Contractor from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

7.0 POST-PROPOSAL DISCUSSIONS WITH CONTRACTORS:

- 7.1 It is the City's intent to commence final negotiation with the Contractor(s) deemed most advantageous to the City. The City reserves the right to conduct post-proposal discussions with any Contractor(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 Contractor by parties other than the City, at any time during the proposal evaluation process.
- 8.4 In the event a Contractor 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 Contractor(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 Contractor(s) shall not collude in any manner, or engage in any practices, with any other Contractor(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 Contractor. The copying or paraphrasing of the work product of another Contractor is not permitted.
- 8.8 The RFP and the related responses of the selected Contractor will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Contractor and the City. The City and the selected Contractor 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 Contractor, the City reserves the right to select an alternative Contractor. The City reserves the right to negotiate with alternative Contractor the exact terms and conditions of the contract.*

- 8.9 All Specifications shall be deemed to be part of the contract. Contractors, 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 **November 3, 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 The City reserves the right to terminate the agreement without penalty.
- 8.17 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor, which would impede or impair the proper and timely performance of the contract.
- 8.18 *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.*

- 8.19 *The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all proposals or any part thereof.*
- 8.20 *The City reserves the right to request clarification of any proposal after they have been received.*
- 8.21 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.
- 8.22 *The selected Contractor 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.*
- 8.23 After contract execution, the successful Contractor 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.
- 8.24 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.
- 8.25 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
Administration & Regulatory Affairs Department
Accounts Payable Section
P.O. Box 1562
Houston, Texas 77251
- 9.2 The City of Houston requires timely and accurate accounting and billing information.

10.0 INDEMNITY AND RELEASE:

10.1 RELEASE

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

10.2 INDEMNIFICATION

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

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

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

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

10.2.4 PRIME CONTRACTOR/CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/CONTRACTOR 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/Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

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

11.3 Defense of Claims

11.3.1 Assumption of Defense. Prime Contractor/Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Contractor 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/Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor/Contractor 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/Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

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)

12.1.5 Professional Liability

12.1.5.1 \$500,000 per occurrence \$1,000,000 aggregate

- 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 coverage's 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 Contractors 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 Contractor 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 CONTRACTOR SHALL COMPLY WITH THE CITY'S MINORITY AND WOMEN BUSINESS ENTERPRISE ("**MWBE**") PROGRAMS AS SET OUT IN CHAPTER 15, ARTICLE V OF THE CITY OF HOUSTON CODE OF ORDINANCES. CONTRACTOR SHALL MAKE GOOD FAITH EFFORTS TO AWARD SUBCONTRACTS OR SUPPLY AGREEMENTS IN AT LEAST 4% OF THE VALUE OF THIS AGREEMENT TO MWBES. CONTRACTOR ACKNOWLEDGES THAT IT HAS REVIEWED THE REQUIREMENTS FOR GOOD FAITH EFFORTS ON FILE WITH THE CITY'S AFFIRMATIVE ACTION DIVISION AND WILL COMPLY WITH THEM.
- 16.2 CONTRACTOR SHALL REQUIRE WRITTEN SUBCONTRACTS WITH ALL MWBE SUBCONTRACTORS AND SHALL SUBMIT ALL DISPUTES WITH MWBES TO BINDING ARBITRATION IN Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE SUBCONTRACTS MUST CONTAIN THE TERMS SET OUT IN **EXHIBIT I**. IF CONTRACTOR IS AN INDIVIDUAL PERSON (AS DISTINGUISHED FROM A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY), AND THE AMOUNT OF THE SUBCONTRACT IS \$50,000 OR LESS, THE SUBCONTRACT MUST ALSO BE SIGNED BY THE ATTORNEYS OF THE RESPECTIVE PARTIES.

17.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

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

19.0 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 THEREFORE.

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 Contractor 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 TIMELINE OF RFP PROCESS:

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	July 11, 2008
	Pre-Proposal Conference	July 30, 2008
	Questions from Contractors due to City	August 11, 2008
	Proposals due from Contractors	August 22, 2008
	Notification of intent to award (<i>Estimated</i>)	October 13, 2008
	Council Agenda Date (Tentative)	October 6, 2008
	Contract start date (<i>Estimated</i>)	November 3, 2008

24.0 DEFINITIONS:

24.1	DLAP	Radio Data Link Access Protocol
24.2	MDT	Mobile Data Terminal
24.3	MDT	Mobile Data Terminal
24.4	MDC	Mobile Data Computer
24.5	SD	Secure Digital
24.6	USB	Universal Serial Bus
24.7	ICMS	Integrated Case Management System
24.8	OEM	Original Equipment Manufacturer
24.9	LCD	Liquid Crystal Display
24.10	SSL	Secure Sockets Layer
24.11	ECW	Enhanced Compression Wavelet
24.12	CDL	Commercial Driver License

- 24.13 DL Driver License
- 24.14 ID Identification Card
- 24.15 A **handheld device** is described as a new device capable of storing and generating traffic and non-traffic violations.
- 24.16 A **traffic ticket** is a citation or summons issued to a person who has violated a motor vehicle law in the state of Texas. An example of this violation would be speeding or running a stop sign. The citation or summons, which is issued by a police officer or other authorized representatives of the government, is an order to appear in court before a judge. After being issued the traffic ticket (citation or summons), the person accused of violating the law can remain free pending his/her need to appear in court.
- 24.17 All citations that are not related to Traffic violations are called **Non-Traffic**. E.g. building ordinance violations.
- 24.18 A **citation** is synonymous with ticket. Each citation must have a unique number (or ticket number). A single citation may have one or many violations.
- 24.19 A **violation** is a single charge entered as a distinct case within the Municipal Courts. On a single citation, a citizen may receive multiple violations; e.g. speeding, running a red light, etc.

SECTION II. SCOPE OF WORK

1.0 INTRODUCTION

- 1.1 The City of Houston (COH) is currently in the process of replacing its aging electronic handheld citation writer devices (HCW) that support the Police Department and Municipal Courts-Administration Department (MCAD). It is also seeking associated maintenance and repair services for the new citation writing system.
- 1.2 The system shall utilize industry recognized standards to facilitate a more efficient operation, market competition in the procurement process and needed improvement in data collection, processing power and wireless communications.

2.0 BACKGROUND AND DESCRIPTION

2.1 Organization Overview

2.1.1 JUDICIAL

- 2.1.1.1 The Municipal Courts Judicial (MCJ) Department represents the City of Houston's judicial branch of government and provides a forum for individuals charged with violations of state law and/or City ordinances. The City of Houston's Municipal Courts system is the largest of its kind in the State of Texas and one of the largest in the country. The fundamental purpose of the courts is to ensure the timely and efficient delivery and administration of justice.
- 2.1.1.2 The duties of the judiciary include the adjudication of cases, the setting of fines, not otherwise set by state law or city ordinance, the provision of magistrate services for law enforcement agencies, and coordinating the administrative operations of the court. The jurisdiction of the courts extends to misdemeanor cases where the maximum punishment is by fine only.
- 2.1.1.3 Courts are in session from 8:00 a.m. to 10:00 p.m. on weekdays. Jail dockets are held at various times on the weekends. Key operational areas are open Monday through Saturday, 7:00 am to 10:00 pm. On a daily basis, the Municipal Courts serve approximately 8,000 citizens who appear in person, handle 3,000 telephone inquiries, and respond to 1,800 by mail.

2.1.2 ADMINISTRATION

- 2.1.2.1 The Administration Department (MCAD) performs the administrative support activities for the efficient operation of the City of Houston's judicial branch of government. The Administration Department's stated purpose is to accurately, expeditiously, and courteously perform the ministerial duties required in the due process adjudication of both misdemeanor violations and the State law, as well as local ordinances filed in the City's Municipal Courts.
- 2.1.2.2 In the City of Houston, the Director and Chief Clerk of the Municipal Courts are appointed by and serve at the pleasure of the Mayor. By statute, the Municipal Court keeps minutes of court proceedings, issues processes and performs other duties such as:
- Providing clerical/administrative support for the Judiciary,
 - Providing official records of all case transactions, as well as fines and fees collected, for each term of court, and
 - Depositing fines and fees collected in the City treasury.
- 2.1.2.3 The Municipal Courts Administration Department is also responsible for:
- Management of Curb-side Parking within the Central Business District, and
 - TEA certified instruction for Juveniles cited for Alcohol/Tobacco violations.
- 2.1.2.4 Municipal Court clerks keep a record of all fines, fees, court costs, and restitution collected by the Court and also oversees the records retention requirements for Municipal Court records. Monthly court statistics are reported to the State Office of Court Administration. Municipal Court clerks are authorized by Texas statute to administer the oath to a person swearing to a complaint before the Municipal Court or any matter pertaining to a duty of the Court and to issue a subpoena, if requested. Other Municipal Court clerk duties provided by Texas statute include:
- Keeping a record of each case involving a moving violation on highways.

- Reporting the conviction or forfeiture of bail to the DPS.
- Forwarding the Court records to the appellate court when a defendant appeals.
- Docketing bond forfeiture cases on the civil docket.
- Sending a copy of any emergency protection order to an absent victim of family violence.
- Notifying various agencies (especially state agencies) of specific Court dates.

2.1.2.5 The central location for the Municipal Courts Administration Department is 1400 Lubbock and the hours of operation are 7:00 a.m. to 10:00 p.m. Monday - Saturday. There are also several satellite Annex Court locations, which can be located on the Municipal Court main website.

2.1.3 Project Overview

2.1.3.1 COH – MCAD department and Houston Police Department (HPD) currently utilizes paper tickets as well as Motorola Handheld devices to issue tickets for Traffic and Non-Traffic violations. At this time about 125 hand held devices are being used by various divisions of HPD. The volume of the hand held electronic tickets are on an average 1,000 per day. Since the technology has changed from the time of the introduction of Motorola devices and a need exists to expand the usage of Handhelds, MCAD and HPD departments are looking for suitable Hand held devices that are capable of meeting the needs of MCAD and HPD departments.

2.1.3.2 Ruggedized and portable equipment is essential and shall be two of the system's fundamental requirements. Other requirements will include sufficient battery life to last at least 12 hours as well as the ability to interface with the existing case management system within the Municipal Courts and also to interface with the Houston Police Department's portion of the city network. All devices must meet or exceed the requirements described in this document.

2.1.3.3 Currently, all electronic citations are created on handled devices. It is the City's primary intent to replace the existing handheld devices and increase the number of handhelds in use and the number of citations submitted to the Court electronically. Secondly, the preferred solution will also work on Mobile Data Computers (MDCs) without additional development or configuration.

3.0 OVERVIEW OF THE CURRENT HANDHELD TICKET PROCESSING

3.1 Arraignment Date File Processing

- 3.1.1 HPD officers are assigned with a Court Date when they write the ticket. This is the date that Officers communicate to the citizens to appear at court in order to be heard by a judge. The Arraignment dates are calculated based on certain criteria by the Municipal Court's ICMS/Courtview application. The basic logic used to arrive at the new date is based on the volume of tickets written and the availability of the Court Docket for that date.
- 3.1.2 A batch process is designed to calculate the new date for each HPD officer and to create a text file that is sent to HPD. The text file contains the Officer ID and the Arraignment Date. The process runs at about 3 AM every day. Once processed the arraignment file is sent over to HPD via an FTP process.
- 3.1.3 The HPD process updates the existing Motorola citation system solution with the updated Arraignment Date when the officers sync their handheld with the Motorola Citation System Server.
- 3.1.4 The new device being procured should handle the same process for getting the updated Arraignment Dates to the officer's handhelds. There should be error detection and a correction process should be established to accurately process the date file sent over the ftp site.

3.2 Handheld Ticket Writing Process by HPD Officers & Ticket Layouts

- 3.2.1 The current Motorola handheld has limitations on the number of violations it can handle. Also, adding more violations is difficult. Hence the new handheld device should be flexible enough to handle any number of violations and violation layouts [Based on User, Handheld Screen, Mobile Data Computer (MDC) device and Court Image] that support the following types of tickets (But not limited to).

3.2.1.1 Traffic

- a. Truck enforcement
- b. Traffic enforcement
- c. Accident violations
- d. Accident reporting

3.2.1.2 Non-Traffic

- a. Fire Department
- b. Health Department
- c. Aviation
- d. Ordinance violations
- e. Neighborhood Protection
- f. Vice
- g. Differential Response Team (DRT)

3.2.2 A thorough analysis and design needs to be done on this area.

3.2.2.1 Violation codes should be able to accept distinct location for each violation type (e.g. speeding with mile markers, speeding at a block number, speeding between street 1 and street 2, etc.). Municipal Court IT should be able to adjust violation template information (new violations, deactivated violations, standard fines, etc.). The software should be flexible enough to add or modify the existing violations based on the City or State ordinance changes.

3.2.2.2 The new handheld systems must support the Racial Profiling function as currently supported by the existing Motorola hand held citation application A thorough analysis needs to be performed on this area.

3.2.2.3 The current Motorola handheld device supports a two-step approach [Reach Citizen and ask for ID and other documents → Check Warrants / Plates (via MDC) → Write tickets → Reach Citizen and handover the ticket].

3.2.2.4 The new handheld ticket writing process should support the same general process. Note that it is not envisioned that warrant/plate checks will be performed by the new hand held citation devices.

3.3 Motorola Handheld Sync Process

3.3.1 On a daily basis HPD officers sync their handhelds with the Motorola Citation System Server. Normally the handhelds are synced around 6 AM. During that time the following actions take place.

1. The Electronic Ticket Information is loaded from Handhelds to Motorola Citation System Server
2. Arraignment Date information is loaded on to the handhelds
3. There is a reminder process to officers if the hand held was not sync for quite sometime.

3.3.2 There should be error detection and correction processes established to make sure that the tickets are loaded properly and the Date file is uploaded correctly to the handhelds.

3.4 Motorola Tickets Export to Municipal Courts

3.4.1 Once the handhelds are synced with the Motorola Citation System Server, the Motorola Application processes the tickets and creates 2 set of files for Municipal Courts. They are:

- 3.4.2 A **.TXT** file with ticket information. The current layout of this file is provided in the Appendix. The **.TXT** file is FTPed to a Municipal Court File Transfer Protocol (FTP) server for processing. There is a Municipal Court process which picks up this data file and creates the cases in the ICMS/Courtview application.
- 3.4.3 A Postscript file with an image format. The post script file is stored on a FTP server. Later the Municipal Court Data Transfer Operations (DTO) staff downloads the postscript file and converts them into a **.PDF** format. The PDF formatted ticket image files is processed by VISIFLOW document management application and attaches the ticket image to the respective case in the ICMS application.
- 3.4.4 Sometimes the officers may VOID a ticket. The new application should have a provision to handle these scenarios. The new device being procured should handle the same process in getting the ticket data (Data + Image) into the ICMS application. There should be error detection and correction processes to review if any tickets didn't get processed by the Motorola Citation System Server.

Note: More detailed process information is attached as Appendix.

3.5 Location of Software Implementation & Users

- 3.5.1 The Electronic Citation Users and their current work locations are provided as below. Please note the locations provided are only of the direct users. Other users like Judges and Legal department staff are not included in this document.

3.5.1.1 1400 Lubbock:

- This is the main Municipal Court building. At present, the Court Data Entry Staff is located in this building. The Court DTO staff is responsible to download the electronic images and process them. This team is also responsible for the Quality Assurance of the tickets being entered into the Municipal Court Application System(s).

3.5.1.2 61 Riesner:

- Municipal Court IT systems support team is located in this building. They are responsible for the overall technical support for the electronic citation creation process from Municipal Courts perspective.

3.5.1.3 33 Artesian/62 Riesner:

- HPD Technical Services Division (TSD) and handheld maintenance support team is located in this building. They are responsible for the overall technical support for the electronic citation creation process from an HPD perspective. They are the Tier 1 support for citation system hardware and software maintenance.
- The main handheld application server(s) will be installed at the HPD Data Center location, 62 Reisner.

3.5.1.4 Field Offices:

- HPD patrol units/field offices are located throughout the City of Houston, where the officers are assigned. HPD officers are the main users of the handheld devices. It is envisioned that other users of the system may be added to handle non-traffic ticket violations at a later date.

4.0 HARDWARE & SOFTWARE REQUIREMENTS

See requirements section at Appendix

4.1 Services

4.2 Project Implementation

4.2.1 The successful bidder will be required to provide a project implementation plan and follow-up appropriate project management methodology. For evaluation, the City may consider the following project implementation components; timeline, approach, organization, methodology, testing and risk management. The vendor should include in their description of the project approach a discussion of phases of the project (e.g. inception, discovery, configuration, testing, etc.) and the expected City involvement.

4.3 Contractor's Project Manager and Staffing

4.3.1 The successful Contractor(s) will provide an active full time certified project manager on site (work area to be provided by the City) from the time of proposal award(s) throughout the duration of the project(s); this will include the time during which implementation/integration are occurring. The certified project manager will work exclusively with the City throughout and until full and final project acceptance, which will continue throughout implementation/integration project acceptance. The project manager must be readily available to the City both in person and via phone, e-mail, and page to address issues, resolve problems, attend meetings as requested by the City Project Manager, and to ensure a smooth work flow and accurate and complete success of each phase of the project(s). The person will be the key contact by which the City Project Manager will interact.

- 4.3.2 Contractor must provide sufficient staffing to successfully complete this project under the timelines and requirements of this contract. The City requires that the contract provide dedicated staffing to work on the project from beginning to end.
- 4.3.3 The City reserves the right to accept or reject any contractor project manager or contractor staff member for the project and to require the contractor to supply an immediate replacement to the complete satisfaction of the City. The contractor's substitute project manager or staff member is subject to resume review and screening requirements of the City. The City reserves the right to reject any individual assigned to this project, and require a substitute. If a substitute is needed for any contractor staff member, the contractor will notify the City Project Manager in writing fourteen calendar days in advance of any request to be considered by the City to substitute a contractor project director or team member. Such requests will include the reason, qualifications of the proposed new staff member, and methodology (and timeline) by which the change is to be made.
- 4.3.4 The contractor will be required to provide the knowledge transfer needed among contractor personnel at no additional cost to the City. If the contractor substitutes a project staff member that does not have sufficient project knowledge the City may at its discretion 1) request another substitute, or 2) charge (through deduction against any amounts invoiced) the contractor for the value of the City's time in "training" the contractor's employee(s), or assuming the contractor's duties. Failure of the contractor to provide well-trained dedicated staff on a consistent, on-going basis may be considered by the City to be grounds for termination of the contract, at no additional expense to the City.

4.4 Project Progress Reports

- 4.4.1 Contractor shall provide the City with documentation and other information as may be reasonably requested by the City from time to time in order to verify that the contractor's performance of services is in compliance with the terms and conditions of the proposal and contract. The contractor's full time on site project manager shall provide the City Project manager with Daily / Weekly / Monthly status reports (Whichever is agreed by the City Project Manager) regarding the status of the project. The content and format of these reports will be recommended by the contractor and are subject to amendment prior to approval by the City Project Manager.
- 4.4.2 Status reports will include, but are not limited to: 1) activities performed in the prior period, 2) milestones achieved, 3) progress relative to the plan, 4) key issues and factors impacting the efforts being made, 5) corrective actions, if needed, and 6) planned activities for the coming period.

4.5 Customization/Modifications of Software

4.5.1 All customization and modifications of software done by the contractor will be required to be incorporated into the software to be installed and tested at the City site. Additional modifications that are needed as determined by the City to meet the requirements in this RFP will be done at no charge to the City and in a timely manner. The contractor will perform re-customization until City needs are met, as determined by the City Project Manager or his designees.

4.6 Guarantee of Operation

4.6.1 The contractor warrants that the software package delivered hereunder is complete and free from defects in manufacture or materials and will continue to meet the specifications described in this request for proposal and contractor will, without charge to the City, correct any such defects and make such additions, modifications or adjustments to the package as may be necessary to keep the package in good operating order, in accordance with such specifications, during such time period.

4.7 Time Frames

4.7.1 The City Of Houston wishes to maintain a complete project timeline of a minimum "cut-over" time of six months, with a desired maximum of nine months. It will be at the City's sole discretion as to the feasibility of shorter or longer time frames. The City will not pay additional costs due to the City need to shorten or lengthen time frames required to effectively complete all tasks necessary.

4.7.2 The City wishes to implement all modules and sub-modules simultaneously, but is likely and reserves the right to phase in modules or business areas or sub-modules within the timeline. It will be at the City's sole discretion as to the order in which the systems will begin the installation process.

4.8 Training

4.8.1 Training is essential to the successful use of the software system. Contractor shall be fully responsible to provide sufficient and effective training to the City to ensure the successful implementation and use of the new fully integrated system(s). The training must be to the complete satisfaction of the City of Houston departments. Contractor shall train, and repeat the training to the City personnel until this requirement is met, and at no additional cost.

- 4.8.2 The City anticipates using a train-the-trainer approach where the vendor will provide job specific training for each user group/category. The Contractor will provide training for at least five distinct groups:

User Group	Estimated Trainers to be trained
HPD field User	10
HPD Maintenance	3
HPD Technical Support	2
Municipal Court Technical Support	5
Municipal Court Operations	10

- 4.8.3 **Note:** These are estimates only. The City makes no guarantees that numbers will not change substantially by the time that training needs to occur. Further, the contractor(s) may be required to provide training as additional (later) sub-modules are added.
- 4.8.4 The Contractor shall make recommendation for on-site training and/or propose facilities for HPD IT, MCA it and MCA Operations to configure, use, and maintain the equipment, based on the requirements stated in this document. Vendor will provide complete system training in a “Train the Trainer” manner, On-Site at a designated HPD/MCAD facility for a minimum of 30 HPD/MCAD Personnel.
- 4.8.5 Contractor shall provide all required training materials necessary for an on site “train the trainer” sessions for a minimum of 30 officers and employees from HPD IT, MCA IT and MCA Operations.
- 4.8.6 Contractor shall provide department specific (MCA-IT) and HPD-IT technical documentation. E.g. product and operations and follow-up assistance as requested.
- 4.8.7 Contractor shall provide technical assistance and training to specific City of Houston departments.
- 4.8.8 **Training Preparation:** The contractor will analyze City end user requirements and develop the course curriculum and the training prototype. The contractor will work with the project team members to gain knowledge of processes and incorporate them into the new training curriculum and training prototype. The contractor will be responsible for writing these processes and presenting them to the City for approval. The City shall have the final right of approval of the training curriculum and protocols. The City reserves the right to require changes to the materials.

- 4.8.9 **Availability of Training Materials:** The contractor agrees to make available, so long as the system contracted for hereunder is in use by the City, all materials used by the Contractor in any and all training courses taught by the contractor connected with the use, operation or programming or, and such system. Such training materials shall include, but not be limited to, student materials such as syllabi, Cheat Sheets, FAQ, agendas, tests, and teaching materials such as instructor's manuals, audio-visual aids, test results, and the like.
- 4.8.10 **Rights to Teach Internally:** The City shall have the right, so long as the system/software contracted for hereunder is in use by the City to give instruction to City personnel in all courses described in the curriculum without charge, using materials supplied by the Contractor. Such use by the City or Contractor materials shall include the right to reproduce the same solely for the permitted use, which use and reproduction shall not be deemed to violate or infringe upon any patent copyright or other proprietary right of the Contractor.

4.9 Testing Requirements & Acceptance Testing Methods

- 4.9.1 City and Contractor will engage in variety of testing process in order to make sure that the Hardware and Software procured are functioning to the satisfaction of City. The following are few types of testing will be performed (But not limited to) in order to assess the performance of the Hardware and Software. The contractor is responsible in taking participation in the testing process.
- User Acceptance Testing (Includes both technical and non-technical users)
 - Interface Testing
 - Integration Testing
 - Final Acceptance testing
- 4.9.2 Upon notification that the package is installed and ready for use, the City shall perform a final acceptance test. The acceptance test shall be conducted on the City's site and based upon scripts provided by the City to determine whether:
- (a) the package meets the specifications, and performs the functions
 - (b) the run-time performance meets City requirements
 - (c) the package is capable of running successfully on a repetitive basis on a variety of data, without failure
 - (d) the documentation and support meet all requirements
- 4.9.3 After delivery and upon completion of installation, the Contractor shall certify to the City that the system has been properly installed and ready for use. Thereafter, a three step acceptance test shall be performed by the City, assisted by the Contractor.

- (a) Following such certification the City will operate the system to determine whether the system meets the specifications. Such tests will determine that the operating characteristics of each of the components delivered shall in fact match those given in the attached specifications with negotiated exceptions. The City shall run the tests to determine that the performance of the system matches the performance standards established during evaluation.
- (b) During the 90 day period following such certification the City shall operate the system in accordance with its normal operating practices. In the event that the operating performance of the system in any of these tests fails to meet the established specifications, the Contractor shall at contractor's expense either a) modify or adjust the system/software to meet the necessary specifications; b) replace or add such components as may be necessary to make the system meet the specifications; c) at the option of the City, reduce the price by an amount mutually agreed; if no reduction can be agreed to within two days, purchaser shall request re-negotiation, Contractor shall perform under a) or b). After adjustment, modification, repair or replacement, the City may perform the acceptance testing again and, if the systems still fail to meet the established acceptance characteristics, the City shall have the right to terminate this contract, and obtain damages which may include, but are not necessarily limited to, those identified in the Liquidated Damages clause. In no event shall payments be due for any part of the system, and in no event shall the system be deemed to be fully installed and accepted until the established standards described for the acceptance tests have been met.
- (c) If the package successfully meets these acceptance tests, the City will notify the Contractor that the package is being accepted and the term of the license shall commence. If the City deems that the package has failed to meet acceptance tests the contract shall be terminated with the Contractor at that time due to the system's failure to meet City specifications.
- (d) If the package is accepted and there are still modifications to be performed by the Contractor, the City will conduct another acceptance test to determine that modifications meet all specifications.

4.10 Documentation Requirements

- 4.10.1 The Contractor will furnish the City with the following documentation as part of the package to be delivered hereunder, which will be in form and substance at least equal to comparable materials generally in use in the industry, in the following quantities:

<u>Manual Type</u>	<u>Quantity</u>
User's Reference Manual	6
System's Manual	6
Operating Manual	6
Installation Manual	6
Programmer's Guide	6
Training Guide & Handouts	6
Quick Reference Guide	6

Also, enclose one CD containing each of the above documents.

- 4.10.2 Any changes, additions or updates to these documents should be available either through FTP or web accessible.
- 4.10.3 **Availability of Documentation and Future Rights** - If the documentation described in the previous clause is revised at any time or if additional documentation is developed by the Contractor with respect to the package, the Contractor, shall, forthwith upon publication, deliver to the City copies sufficient to update all copies of documentation originally furnished the City.
- 4.10.4 **Duplication Rights** - The City shall have the right to reproduce all documentation supplied hereunder, provided that such reproduction shall be solely for the user in the City, and that such reproductions shall be subject to the same restrictions on use and disclosure as are contained in this contract will respect to the original documentation.
- 4.10.5 The City shall have the right to duplicate the software and any modifications or enhancements for back-up purposes only.

4.11 Ongoing Support

- 4.11.1 Contractor maintenance agreements (and agreed upon charges to the City) will take effect one year after the City has cut over to (go live) and placed into production the purchased system that is:
- 1) Complete with customizations/modifications installed and accepted by the City, and
 - 2) Complete with all work done by the (separate) implementation/integration contractor(s).

- 4.11.2 During the initial production year, the contractor fully warrants the software and will, without charge to the City, furnish such materials and services as shall be necessary to correct any defects in the operation of the package and to maintain it in good working order in accordance with the specifications contained in the contract.
- 4.11.3 **Response Time for Off-Site Support:** Contractor shall provide courteous and prompt customer support, which includes returning phone calls within a two (2) hour time frame. Contractor shall provide a toll free number between 7:00 a.m. and 7:00 p.m. Monday to Friday. In addition, the contractor is expected to provide answers to questions and full problem resolution as soon as possible.
- 4.11.4 **Emergency response:** In an emergency, contractor shall provide technical phone support within 2 hours. In an emergency, contractor may be required to respond to the City via remote log in or on site within 12 hours of request. The City and the contractor will determine the emergency status, based on urgency of business need.
- 4.11.5 **Penalty Clause:** If the provided solution is not able to provide complete violations to the Municipal Court within ten (10) calendar days, the contractor will be liable to repay the City \$250 for each violation (or estimated violations) not delivered through the agreed upon interfaces. This clause will apply whether the issue is caused by a single device, multiple devices, the server, cradle, software or any other component of the solution.
- 4.11.6 **Ticket Writer Permanente Replacement Procedures (Salvage)**
- 1.) If depot level maintenance is required to salvage a Ticket Writer or Ticket writer printer, the vendor will notify HPD of which serial numbered item was replaced with the respective serial number in writing of the replacement item to accompany the returned unit.
 - 2.) When a unit goes into the depot level maintenance the returning repaired unit should be accompanied by a document showing what was done to resolve the issue.
 - 3.) If in the event a device is replaced by depot level maintenance and that serial numbered unit is not going to be returned back to HPD, the HPD asset tag will be returned to HPD, attached to a document showing which serial numbered item replaces which serial numbered item.

4.11.7 **DIAGNOSTICS TOOLS WEBPAGE FOR 1st LEVEL SUPPORT**

- 1.) A tool should be created to show all wired cradles status. (Green or Red). This application is to be executed from the citation server and the result shown in a webpage to be displayed on an HPD client PC accessible anywhere on the LAN.

All units should be listed alphanumerically to facilitate finding the status of the device quickly.

- 2.) A tool should be created to interrogate the wireless devices as to their respective status (Read / Write) and connectivity to that tool should be run from a webpage on the citation server.

All units should be listed alphanumerically to facilitate finding the status of the device quickly.

4.11.8 **ADMINISTRATION WEBPAGE**

- 1.) A webpage tool for administrating **users** of the system, (Hand Held and Laptop Accounts).
- 2.) A webpage tool for administrating the **connections** of laptops and ticket writing devices.

4.12 **Costs and Charges**

- 4.12.1 All payments otherwise due under this contract shall not be payable until 60 days after receipt of invoice from the Contractor. The City wishes to receive any and all discounts or rebates available to them by the manufacturer, successful contractor, or subcontractors for the items covered under this proposal. Rebates must be listed on the line provided on the proposal form. The City will take payment discounts at the time a progress payment is made to the contractor.

- 4.12.2 **Price Protection Prior to Delivery:** If the Contractor's established purchase price for software delivered hereunder shall be less on the date of installation thereof than the price as specified herein, this contract shall be deemed to provide such lower price; if such price shall be higher, the prices set forth shall herein apply.

- 4.12.3 **Price Protection for Maintenance:** Prices given for maintenance services in Charges by Type clause shall not be increased after adoption of Contractor's system.

- 4.12.4 **Payment:** The City shall pay the following progress payments (for the "core" software package and any other sub-modules ordered at the same time by the City):

- 20% upon installation, testing and full acceptance of the software package, inclusive of
- installation and acceptance of contracted modifications.
- 20% upon completion of training of all users as required by the City following implementation/integration.
- 40% upon full acceptance by the City of integration implementation, including full support by the software contractor.
- 20% following integration/implementation (“go live”) and having run with substantial success by the City for a continuous period of three months; this includes successful and acceptable software support by the software contractor. The City shall be the sole judge of determining when this point has been reached.

4.12.5 The City will pay progress payments for “lots” only as each lot is completed. As additional sub-modules are ordered, if any, the City will adhere to the same progress payment schedule. The City will not make any adjustments in this schedule due to any delays on the part of the implementation/integration contractor(s), or for any of these phases for any reason.

4.12.6 **Charges by Type:** The charges contained in the contractor price summary are the total charges to be made under this contract, and, unless specifically to the contrary provided elsewhere herein, no additional charges shall be claimed by the contractor for the package, any element thereof, including source and documentation, training, copies of materials, assistance in installation, error correction, upgrades, maintenance, or expenses for any other material or service to be performed hereunder.

4.12.7 **Delivery:** The entire package, all documentation, and the necessary installation support shall be delivered at the times and in the order agreed upon. No item or element shall, for any purpose, be deemed delivered if a prior-listed item is undelivered. There will be a \$2000 a (working) day penalty for every day the entire package (“core package” with all sub-modules as ordered by the City) is late being delivered. Delivery dates will be agreed upon between the City and the contractor(s); a written order defining all items to be delivered, and delivery dates required will be issued by the City project manager.

4.12.8 **Delivery Failure:** Time is of the essence. The City will consider it a breach of contract by the Contractor if the schedule is not met. A failure to deliver any component of the package, whether documentation, object code, source code or installation support, shall be deemed to be a total failure to deliver and the package shall not be deemed delivered until all its elements are delivered. If such delivery failure persists more than TEN days after the scheduled delivery date, the City shall have the right to terminate the contract, at no cost to the City.

- 4.12.9 **Availability of Funds:** Purchase is contingent upon availability of funds. The City is not responsible, nor will it be penalized, for extending this Project due to lack of funding. In addition, the City is entitled to any and all rights listed in this agreement, including the right to terminate the agreement(s).
- 4.12.10 If funds are not appropriated to the City to continue the project and issue continued payment to the contractor, the contractor agrees to stop work upon notification by the City. In accordance with the agreement documents, the City will issue payment for the portion of work, product or services received as deemed appropriate by the City.
- 4.12.11 **Liquidated Damages:** In the event of a delay in delivery or training support, and in addition to and not in limitation of any other rights or remedies of the City, and in accordance with the terms, conditions, and specifications herein, it is understood that the City will suffer damages. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Thousand dollars (\$2,000.00) per working day** of delay until the work is completed and accepted, and the contractor and his surety shall be liable for the amount thereof. Said sums shall be withheld from payment due the Contractor from the City.

4.13 Software Source Code Access

- 4.13.1 The successful Contractor(s) shall place the source code for the software in an escrow account with a qualified third party. Contractor must agree to escrow all documentation, designs, programs, data and any other information necessary for the City to understand the operation of the software, operate the software in both production and test environments, and make modifications to the software. The escrow company will provide the City with access to this information in the event the contractor goes bankrupt or defaults in any way as defined in this proposal.

4.14 Change Notices/Process for Needed Changes

- 4.14.1 No changes without authorization: there shall be no change whatsoever in the functionality, requirements, specifications, or in the scope of the work under this agreement without a written change order approved by the City's project manager. Other employees of the City are NOT authorized to make or request changes. The City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the functionality, requirements, specifications, or in the scope of the work unless the City's Governing Board, or designee, has authorized the same and the cost thereof approve by a written change order.

- 4.14.2 A written change order may accommodate changes in requirements, specifications and scope of the work. No extension of time for performance of the work under this agreement shall be allowed hereunder unless claim for such extension is made at the time changes are ordered, and such time duly adjusted in writing in an official amendment to agreement.
- 4.14.3 An “amendment to contract” will be required for all substantial changes to the contract as determined by the City. Such amendments to the contract will be prepared by the City’s procurement representative and signed by the contractor and by the City (until after and as authorized by the City’s Governing Board), stating their agreement upon all of the following:
- Description of change in the work;
 - The amount of the adjustment in the contract sum, if any;
 - The extent of the adjustment in the contract deadlines, if any;
 - Changes to terms and conditions of the contract, if any.

4.15 Warranty

- 4.15.1 The contractor warrants to the City that all software and supplies furnished under the contract will be of the highest quality and new unless otherwise required or permitted by the contract documents, that the work will be free from bugs and defects, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 4.15.2 The contractor warrants the all software furnished under the contract will meet all requirements of the City as outlined herein, and other applicable service agreements between contractor and City, in particular as it pertains to any an all software that may be subject to implementation by another organization. The City requires that the contractor be fully responsible for the dependability of the software and all integrated systems at all times.

4.16 Pricing

- 4.16.1 For each item below provide all requested detailed information for the Handheld Application system (Hardware, Software, Integration work with city processes and applications) you are proposing. Detail any additional costs which may be involved. Use additional pages if needed.
- 4.16.2 **Base Hardware and license:** What hardware components will be provided? What are the costs involved? A detailed break up should be attached.

- 4.16.3 **Base software and license:** Base unmodified (total) modules. Provide additional information (breakdown) regarding “core” modules and pricing, with software and licensing pricing for sub-modules if any; also, indicate any special “bundled pricing”.
- 4.16.4 **Proposed Enhancements:** Enhancements/Modifications as proposed in the Scope of Work (Requirements) section. Indicate the basis for this price (attach separate page if needed).
- 4.16.5 **Initial Training** Initial training proposed or recommended. Describe the training included in the Software Modules price quotation.
- 4.16.6 **Installation:** Services the vendor proposes or recommends for installation. Describe any installation or customer support included in the price quotation.
- 4.16.7 **Annual Maintenance:** What is the annual maintenance charge? What does it cover? Describe any training included in the Annual Maintenance price quotation. If you provide consulting, what is your Consulting Rate? Provide any further information that details any additional costs or optional pricing plans.
- 4.16.8 **Source Code:** If the City chooses to purchase the source code, what will the cost be?
- 4.16.9 **Note:** please use **APPENDIX 3 – PRICING** to provide the detailed breakdown of the Hardware and Software costs.

4.17 Installation

- 4.17.1 The proposal shall include a pre-installation owner checklist that covers hardware, software and staffing levels that MCAD / HPD must provide.
- 4.17.2 Contractor is responsible for all cost labor and material required to deliver complete installation of all hardware and software.
- 4.17.3 Contractor will implement the solution in both a test and a production environment.
- 4.17.4 Contractor is responsible for all expenses related to the design, development and implementation of scripts required for interfacing current management system and HPD system.
- 4.17.5 Contractor will provide a detailed disaster recovery plan (to include major outages) at the time of implementation.
- 4.17.6 Proposed solution will be installed without requiring any changes to existing City of Houston, hardware, software, or system configurations and/or applications.

4.18 Security / Project Management

- 4.18.1 Fraud prevention and detection is incorporated in all handheld device, printers and network interface.
- 4.18.2 Contractor will provide a Project Manager during the entire implementation process.
- 4.18.3 HPD data transfer from handheld device is accomplished by Radio Data Link Access Protocol (RDLAP), wireless connectivity or Flash (thumb) drive.
- 4.18.4 Contractor shall provide a detailed disaster recovery plan (to include major outages) at the time of implementation.

4.19 System Documentation

- 4.19.1 The Contractor shall provide electronic and printed documentation (system administration and user) for the delivered equipment. The system administration documentation shall include a design specification detailing system functionality as well as the design of the central database, to include entity relationship diagrams and table definitions.
- 4.19.2 Periodically, the City shall require the Contractor to create and provide the City with special reports concerning the services and Deliverables. The Director or designee shall specify the content, format, and media in which the Contractor shall provide such "Special Reports" to the City whenever the Director or his or her designee requests such reports from Contractor.
- 4.19.3 Contractor shall provide Initial End User Documentation for software.
- 4.19.4 Contractor shall provide troubleshooting map and diagnostic procedures for the devices provided

APPENDIX 1 – SYSTEM REQUIREMENTS

	Requirement	Response and Supporting Information
1.1	DEVICES	
1.1.1	Operate within Houston Police Department networks [Radio Data Link Access Protocol (RDLAP), Ethernet or Private Wireless] and are fully compatible with Mobile Data Computers (MDC).	
1.1.2	Are equipped to connect and print data on a stand alone printer	
1.1.3	Are equipped with built-in 802.11a/b/g/nand/or Bluetooth connectivity only	
1.1.4	Are equipped with user adjustable standby settings	
1.1.5	Support Secure Digital (SD) memory card(s).	
1.1.6	Have the capability to capture digital photos, electronic signatures and fingerprints.	
1.1.7	Synchronize with the printer using either Universal Serial Bus (USB) or Docking interfaces or wireless capabilities.	
1.1.8	Be equipped with:	
1.1.9	Manual input keys	
1.1.10	Built-in card reader	
1.1.11	Magnetic strip reader or 2-D bar code reader	
1.1.12	Integrated Cradle that accommodates a Domain Name System (DNS) Entry or a NetBIOS name entry to aid in troubleshooting connectivity issues.	
1.1.13	Ability to add cradles, PDAs, etc.	
1.1.14	Internal Antenna (or city approved equal)	
1.1.15	Two (2) external charging options: Vehicle (DC) and Electrical Outlet	
1.1.16	Are ruggedized to accept a fall to concrete from 6 feet and handle adverse weather conditions.	
1.1.17	Are water resistant up to 500 feet	
1.1.18	Are fully functional in the following temperature/humidity ranges: -4° to 131° F - Operational Range -13° to 150° F - Storage Range 5% to 100% - Humidity	
1.1.19	Devices are battery equipped.	

	Requirement	Response and Supporting Information
1.1.20	Batteries are rechargeable and provide a minimum of 12 hours of possible heavy usage.	
1.1.21	Batteries shall have a full three-year replacement warranty during initial and extended warranty period.	
1.1.22	Have the ability to create and download test citations and violations to the Integrated Case Management System (ICMS) test environment without mixing with live data.	
1.1.23	Create a printed citation within 5-8 clicks.	
1.1.24	Allow the entry of text, voice notes and diagrams.	
1.1.25	Both laptop and handheld solution should allow inputting of DL information by: a) manual, b) magnetic strip or, c) 2-D bar code	
1.1.26	All hardware shall be Original Equipment Manufacturer (OEM) standard and be available off the shelf.	
1.1.27	Device display is Color -Liquid Cristal Display (LCD) - and easy to read in all lighting conditions.	
1.1.28	Screen protectors for the device shall remain readable for at least 2-3 weeks minimum.	
1.2	PRINTERS	
1.2.1	Are portable.	
1.2.2	May remain within the officers' vehicle, not attached to the handheld or the officer's belt.	
1.2.3	Include as a power option: car cigarette connection and battery power for handheld applications.	
1.2.4	Include as a power option: battery powered for motorcycle, bicycle, etc.	
1.2.5	A54 Battery lasts for 12 hours per charge with a 3-year warranty	
1.2.6	Print on 4" wide paper.	
1.2.7	Create a printed citation within 5-8 clicks on handheld device.	
1.2.8	Print a citation in 30 seconds or less	
1.2.9	Print properly regardless of the number of citations issued without wasted paper.	
1.2.10	Print a bar code that includes the citation/ticket number (not violations) at the bottom of citation.	
1.2.11	Include a portable docking station at no additional charge.	
1.2.12	Devices sync with printer through USB, docking, Bluetooth, etc.	

	Requirement	Response and Supporting Information
1.2.13	Printer paper is: Available commercially and off the shelf.	
1.2.14	Printer paper is: Is one sided.	
1.2.15	Defendant receives a printed version of the citation	
1.2.16	A bar code of the citation/ticket number (not violations) appears on the defendant printout.	
1.3	SYSTEM'S SERVER	
1.3.1	Have a 99% or greater uptime	
1.3.2	Contractor will provide a detailed disaster recovery plan (to include major outages) at the time of implementation.	
1.4	SOFTWARE REQUIREMENTS	
1.4.1	Include the ability to create test citations and violations, and input into the Integrated Case Management System (ICMS) test environment without mixing with live data.	
1.4.2	Work within HPD network -Radio Data Link Access protocol (RDLAP)-, Ethernet or Private wireless	
1.4.3	Is compatible with both a handheld device and/or car Mobile Data Computer (MDC) solution	
1.4.4	Include a way for the citation server to interrogate the devices on the system. [It should do more than just ping an I/P address to show connectivity. (i.e. Netbios Protocol for name verification and or MAC Address Identification using Internet Control Message Protocol (ICMP) components].	
1.4.5	Have a web-based system to verify if device is a cradle, printer or computer and it shall fail the validation if incorrect. It shall have the incorrect MAC Address returned as a result for locating the unauthorized item back to the network diagnostic page.	
1.4.6	Is developed using common industry standard tools	
1.4.7	Is scalable for use with as few as 25 officers or as many as 5,000.	
1.4.8	Write citations for approximately 5,000 violations and interface with the Integrated Case Management System (ICMS) (both data and image).	
1.4.9	Print simple information or instructions on citation - no pre-printed information.	
1.4.10	Allow for digital signature by defendant for either handheld or laptop.	
1.4.11	Have the ability to set limits to the number of violations that can be issued in conjunction with info in ICMS	

	Requirement	Response and Supporting Information
1.4.12	Allow officer to copy defendant information from one citation to another.	
1.4.13	Allow officer to copy violation location information from one citation to another.	
1.4.14	Allow for pertinent fields related to each violation to be completed and allow some fields to be required	
1.4.15	Allow Officer to input information using a drop down solution that populates a section within the citation image. Indicate if to wit information can be passed in the Integrated Case Management System (ICMS) interface to populate automatically.	
1.4.16	Allow officer to capture text notes, voice notes and diagrams that are not included in citizen copy. Captured text notes will appear on Courts image for Prosecution and HPD. This field shall allow text (250 characters min) or drawing (graphical). Notes are created once per citation grouping and will apply to all citation created with that citation. Notes shall appear on the Courts image of each individual citation.	
1.4.17	Is able to write the same violation (e.g. running a stop sign) multiple times on the same citation grouping.	
1.4.18	Read a table (provided by the City) consisting of the accepted street names within the City of Houston.	
1.4.19	Allow officer to delete defendant information saved in history (in case entered in error).	
1.4.20	Allow officer to delete location information saved in history (in case entered in error).	
1.4.21	Have some logic to prevent user error and prevent defective citations.	
1.4.22	Allow HPD or Courts to define required fields or not required fields (defendant information, location information violation information, etc.). These must be adjustable.	
1.4.23	Display the appropriate fields for each violation e.g. Speeding requires a posted speed and going speed, an accident should allow an option for a witness but should not be required.	
1.4.24	Create a ticket number for each printout to a defendant. This ticket can have one to unlimited number of violations. Therefore, defendant receives a citation (with a ticket number) that has a number of violations.	
1.4.25	Allow to change from an arraignment based process (current process) to an "appear by" process (possible future process). With this process, the solution will need to calculate a number of days (configurable by the Courts) in the future and the language on the ticket will indicate that they must pay or appear by this date. This schedule shall need to accommodate the closing of the courts for holidays, etc. ("Blackout dates").	
1.4.26	Allow an officer to void a citation prior to it being saved	
1.4.27	Allow an officer to write a warning citation if current business process changes.	

	Requirement	Response and Supporting Information
1.4.28	Software shall create a printed citation within 5-8 clicks on handheld device.	
1.4.29	Allow HPD or Courts administrative 'super' users to edit, add, or delete all lookup/drop-down codes.	
1.4.30	Accommodate a device to be set up more than 10,000 for a year period if needed. (i.e. not a low limit like 3,000).	
1.4.31	Back-end database shall be industry standard (SQL, Oracle, etc.). Preference will be given to MS SQL 2005 based solutions	
1.4.32	Data shall be transmitted in a secure format (i.e. Secure Sockets Layer (SSL) – Security Web Server).	
1.4.33	COH shall have access to all updates/upgrades while paying maintenance.	
1.4.34	COH will not be constrained to migrate to newer versions.	
1.4.35	Data collected on the citation is able to transfer to other applications running on the existing HPD Mobile Data Computers (MDC) installed in the police vehicles. The MDCs currently run a Windows based operating system with a proprietary mobile client. Further details on the MDC environment will be provided to those vendors that progress and compete for the final contract award.	
1.4.36	Violation codes are to accept distinct location for each violation type (e.g. speeding with mile markers, speeding at a block number, speeding between street 1 and street 2, etc.).	
1.4.37	The violation template information (new violations, deactivated violations, standard fines, etc.) can be adjusted by Municipal Court IT Department	
1.4.38	User (officer) will be able to have access to review the list of 5,000 or more violation codes by selecting groupings as opposed to be required to search through the 5,000 or more codes. Violation codes should be easy to view; e.g. based on keywords, etc.	
1.4.39	Download of citation data and ticket images to court system will not require any user intervention	
1.4.40	Public information printed with citation will be editable by Municipal Court (Court location, contact information, hours of operation, etc.).	
1.4.41	Each device will be configured to allow a variable maximum number of citations (e.g. one officer writes 5 citations max, another writes 20). There shall be No Maximum/minimum number of violations permitted on one citation: (i.e. violators shall just be required to sign one time for all violations and the violations shall all be printed on one citation).	
1.4.42	The device will shall maintain a history of common locations or defendants to quickly apply to a new citation, even after transferring citation information to Enhanced Compression Wavelet (ECW) file format server. This information shall be available per user.	

	Requirement	Response and Supporting Information
1.4.43	Officer shall be able to differentiate between a Commercial Driving License (CDL), regular Drive License (DL), and Identification (ID) card.	
1.4.44	Officer shall be able to detail the following information. Country of Origin and State, e.g. US and Texas; Mexico and Oaxaca; Canada and Alberta, etc	
1.4.45	Vendor will provide compensation in the event tickets are issued and unable to be removed from a device because the device is not working properly and the only way to remove the citations will be to delete all of the citations.	
1.5	INTERFACES	
1.5.1	ICMS INTERFACE	
1.5.1.1	Interface with existing ICMS case management system within Municipal Court	
1.5.1.2	Interface with existing ICMS case management system within Municipal Court for images of citation (.pdf or .tiff format)	
1.5.1.3	Accept file that defines the arraignment for the each citation written selected by officer issuing violation.	
1.5.1.4	accept violations written by officers who are not currently within the Municipal Courts system (i.e., outside agencies)	
1.5.1.5	When exporting citations from the Enhanced Compression Wavelet (ECW) server, the server will group violations from each defendant and send together so they will be processed by Courts system at approximately the same time.	
1.5.1.6	Have a built-in Data, Storage and Transfer (DST) solution that can be modified easily.	
1.5.1.7	Each filed is parsed separately (e.g... first name, last name, middle name, suffix, etc.)	
1.5.1.8	When exporting citations from the Enhanced Compression Wavelet (ECW) server, the server will group violations from each defendant and send together so they will be processed by Courts system at approximately the same time.	
1.5.1.9	Enhanced Compression Wavelet (ECW) will display Municipal Court violation description and violation code to officer, and send violation code information to ICMS.	
1.5.1.10	Is able to use any PC web-based interface to upload citations directly to the citation server from a Flash Drive or SD Card Reader in cases where the PDA would have issues connecting directly. This should include all data to include prints and diagrams / voice recordings not just citation database.	
1.5.2	HPD INTERFACE	
1.5.2.1	Data transfer from MDC is accomplished by RDLAP, wireless connectivity or Flash (thumb) drive.	
1.5.2.2	Data transfer from handheld is accomplished by docking station, wireless connectivity or Flash (thumb) drive	

	Requirement	Response and Supporting Information
1.5.2.3	HPD data transfer from MDC device is accomplished by Radio Data Link Access Protocol (RDLAP), wireless connectivity or Flash (thumb) drive.	
1.5.2.4	HPD data transfer from handheld device shall be accomplished from docking station, wireless connectivity or Flash (thumb) drive.	

APPENDIX 2 – MAINTENANCE REQUIREMENTS

	Requirement	Response and Supporting Information
2.1	HANDHELD DEVICES	
2.1.1	The vendor will submit with its proposal alternative maintenance options and pricing, including full parts and labor maintenance agreements, time and materials pricing, depot service, factory support and other appropriate alternatives for a period of four (4) years after the expiration of the warranty period.	
2.1.2	A float of 10% of the total devices purchased will be available as replacement devices during the initial and extended warranty period.	
2.1.3	Contractor will provide technical assistance and training to specific City of Houston departments.	
2.1.4	A Web based device service entitlement tool will be available three-hundred sixty five days (365) and Leap years, twenty-four hours per day during and after initial warranty period.	
2.1.5	During initial and extended warranty period all printers will received all manufacturer internal software upgrades at no additional cost.	
2.1.6	The vendor will submit with its proposal alternative maintenance options and pricing for routine maintenance to be performed by Contractor on each device on a quarterly basis.	
2.2	PRINTERS	
2.2.1	The vendor will submit with its proposal alternative maintenance options and pricing, including full parts and labor maintenance agreements, time and materials pricing, depot service, factory support and other appropriate alternatives for a period of four (4) years after the expiration of the warranty period.	
2.2.2	A float of 10% of the total devices purchased will be available as replacement devices during the initial and extended warranty period.	
2.2.3	Depot level support will be provided during normal COH business hours (7:00 a.m.-7:00 p.m.).	
2.2.4	All printers delivered to a depot for repairs shall be repaired and returned fully operational within 10 business days.	
2.2.5	A Web based device service entitlement tool will be available three-hundred sixty five days (365) and Leap years, twenty-four hours per day during and after initial warranty period.	
2.2.6	During initial and extended warranty period all printers will received all manufacturer internal software upgrades at no additional cost.	
2.2.7	The vendor will submit with its proposal alternative maintenance options and pricing for routine maintenance to be performed by Contractor on each printer on a quarterly basis.	

	Requirement	Response and Supporting Information
2.3	PORTABLE DOCKING STATIONS	
2.3.1	The vendor will submit with its proposal alternative maintenance options and pricing, including full parts and labor maintenance agreements, time and materials pricing, depot service, factory support and other appropriate alternatives for a period of four (4) years after the expiration of the warranty period.	
2.3.2	A float of 1% of the docking stations purchased will be available as replacement devices during the initial and extended warranty period.	
2.3.3	Depot level support will be provided during normal COH business hours (7:00 a.m.-7:00 p.m.)	
2.3.4	All docking stations delivered to a depot for repairs shall be repaired and returned fully operational within 10 business days.	
2.3.5	A Web based device service entitlement tool will be available three-hundred sixty five days (365) and Leap years, twenty-four hours per day during and after initial warranty period.	
2.3.6	The vendor will submit with its proposal alternative maintenance options and pricing for routine maintenance to be performed by Contractor on each printer on a quarterly basis.	
2.4	SOFTWARE	
2.4.1	Maintenance will cover bug fixes, required legislative updates, new releases, etc	
2.4.2	Solution shall include the ability to create test citations and violations, and input into ICMS test environment without mixing with live data.	
2.5	WARRANTY	
2.5.1	Contractor will warranty all hardware, software, labor, services and material (including batteries) for one year from system testing and acceptance by the City.	
2.6	EXTENDED WARRANTY	
2.6.1	A one year warranty for hardware, software, labor, services and material (including batteries) shall be included.	

Appendix 3 – Motorola Ticket File Layout

SAMPLE CURRENT SYSTEM FILE LAYOUTS

Field Name	Length	End	Beginning
RECORD-TYPE	1	1	
NAME	25	26	2
RACE	1	27	27
SEX	1	28	28
DATE-OF-BIRTH	8	36	29
DRIVERS-LICENSE-NUMBER	22	58	37
DRIVERS-LICENSE-STATE	2	60	59
RES-HOUSE-NUMBER	5	65	61
RES-APT-NUMBER	4	69	66
RES-STREET-NAME	25	94	70
RES-CITY	13	107	95
RES-STATE	2	109	108
RES-PHONE	10	119	110
RES-ZIP	5	124	120
RES-ZIP-PLUS4	4	128	125
RES-DISTRICT	2	130	129
SOC-SEC-NUMBER	9	139	131
EYE-COLOR	3	142	140
WEIGHT	3	145	143
HAIR-COLOR	3	148	146
HEIGHT-FT	1	149	149
HEIGHT-INCHES	2	151	150
BUS-HOUSE-NUMBER	5	156	152
BUS-APT-NUMBER	4	160	157
BUS-STREET-NAME	25	185	161
BUS-CITY	13	198	186
BUS-STATE	2	200	199
BUS-PHONE	10	210	201
BUS-ZIP	5	215	211
BUS-ZIP-PLUS4	4	219	216
BUS-DISTRICT	2	221	220
CASE-NUMBER	10	231	222
VIOLATION-CODE	5	236	232
VIOLATION-CODE-SUFFIX	1	237	237
COURT-DATE	8	245	238
VIOLATION-DATE	8	253	246
VIOLATION-TIME	4	257	254
VIOLATION-BLOCK	5	262	258
VIOLATION-LOCATION	39	301	263
VIOLATION-BLOCK2	5	306	302
VIOLATION-LOCATION2	39	345	307
VIOLATION-LOCATION3	39	384	346
VIOLATION-PARK	25	409	385
COURT-ROOM	2	411	410
COURT-TIME	4	415	412
WEATHER-CONDITIONS	8	423	416
TRAFFIC	8	431	424
ROAD-SURFACE	8	439	432

LICENSE-PLATE-NUMBER	8	447	440
LICENSE-PLATE-STATE	2	449	448
MAKE	10	459	450
MODEL	4	463	460
COLOR-TOP	3	466	464
COLOR-BOTTOM	3	469	467
OCCUPANTS-FRONT	1	470	470
OCCUPANTS-BACK	1	471	471
OFFICER-1	6	477	472
OFFICER-2	6	483	478
DISTRICT-CODE	2	485	484
BEAT	4	489	486
VEHICLE-SEARCHED	1	490	490
SEARCH-AGREED	1	491	491
SPEED-GOING	3	494	492
POSTED-SPEED	2	496	495
BUS-NUMBER	5	501	497
BUS-ROUTE-RUN	5	506	502
BUS-ROUTE-BLOCK	5	511	507
CONSTRUCTION-ZONE	1	512	512
HAZARDOUS-MATERIAL	1	513	513
COMMERCIAL-DL-FLAG	1	514	514
VIOLATION-IH-FLAG	1	515	515
VOID	1	516	516
OFFICER-2-NAME	25	541	517
SCHOOL-ZONE-TIME-START	4	545	542
SCHOOL-ZONE-TIME-ENF-END	4	549	546
ACCIDENT-REPORT-INCIDENT-NO	10	559	550
WITNESS-NAME	25	584	560
PRIVATE-DRIVE	1	585	585
OTHER-DRIVER	25	610	586
UNIT-NUMBER	10	620	611

APPENDIX 4 – ARRAIGNMENT DATE FILE LAYOUT

File Record Layout for Officer Arraignment Date

Record-type	Alpha	1 byte	H	(Header)
Date-Sent	Numeric	8 bytes		YYYYMMDD
Record-type	Alpha	1 bytes	D	(Detail)
Officer Number	Numeric	6 bytes		Zero fills to left
Court Date	Numeric	8 bytes		YYYYMMDD
Court Time	Numeric	4 bytes		HHMM (military time)
Court Room	Numeric	2 bytes		
Record-type	Alpha	1 byte	T	(Trailer)
Record Count	Numeric	8 bytes		(not including header/trailer)

The first detail record is a dummy record with:

Officer Number	000000
Court Date	Current Date + 7 days
Court Time	0800
Court Room	05

This is a fixed length text file 40 bytes long.

APPENDIX 5 – LIST OF COURT LOCATIONS

LOCATION_CODE	LOCATION
1	1 (LUBBOCK)
2	2 (LUBBOCK)
3	3 (LUBBOCK)
4	4 (LUBBOCK)
5	5 (LUBBOCK)
6	6 (LUBBOCK)
7	7 (LUBBOCK)
8	8 (LUBBOCK)
10	10 (LUBBOCK)
11	11 (LUBBOCK)
12	12 (LUBBOCK)
15	15 (LUBBOCK)
16	16 (LUBBOCK)
17	17 (LUBBOCK)
13	13 (MYKAWA)
14	14 (MYKAWA)
18	18 (WESTSIDE)
9	9 (LUBBOCK)
19	19 (CLEAR LAKE)
99	99 (LUBBOCK)
22	22 (KINGWOOD)
23	23 (ACRES HOMES)
20	20 (JUDICIAL OFFICE)
PK	PARKING ADJUDICATION (LUBBOCK)
24	24 (CARNEGIE LIBRARY)
ADMIN	ADMINISTRATIVE DOCKET

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. Contractors are encouraged to include additional relevant information

1.0 Title Page:

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

2.0 Submittal Form:

- 2.1 PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE CONTRACTOR, 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 Contractor.
 - 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 Contractor; 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 Contractor's background information, history, resources and/or track record to projects that is similar in size and scope of this RFP. Please limit to three (3) pages.
- 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.

4.5 Provide disaster recovery plan.

5.0 Proposed Strategy & Operational Plan:

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

5.1.1 A brief statement of the Contractor'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:

6.1 Provide complete Electronic Citation Device description, design, functions and technical specifications of Electronic Citation Devices 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 or Alternate Proposals.
- 8.1.19 Evaluation Matrix for Electronic Citation Devices (Appendix 1 & 2)

SECTION IV.

EVALUATION AND SELECTION PROCESS

1.0 Evaluation Summary:

- 1.1 Vendor responses will be evaluated in a two-step process by a team made up of members of Municipal Courts (MCAD) and the Houston Police Department (HPD).
- 1.2 MCAD and HPD may invite one or more vendors with satisfactory responses to a meeting to discuss in greater depth the needs of the City and the solution recommended by the vendor. At this time adjustments to the solution may be made based on better understanding of solution options and fit to COH needs. Vendors also may be asked to conduct a live demonstration of their systems. A short list of vendors will be asked to submit a Best and Final Offer for the solution at this point in the process.

During this process, the overall performance of the system in the typical HPD and MCAD environment and the user-friendliness will be evaluated along with the accuracy of the information provided above. Additionally, the systems ability to interface with the COH current system will also be taken into account. Vendors who do not specifically respond to each of the requirements above or provide inadequate responses may be disqualified.

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 Contractor to create, modify and implement the required services. The Contractor 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 Contractor fails to satisfy the City that the Contractor 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 (City will decide upon the need for any additional rounds):

No.	Criteria
1	Solution fit to the City of Houston to include integration with existing and planned systems and processes.
2	References and Experience similar in scope and size to the City of Houston
3	The appropriateness and completeness of the response to the requirements spelled out in the RFP the needs of the City of Houston.
4	Cost
5	MWBE Participation

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

DIVISION.

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 CONTRACTOR

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 Contractors 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 Contractor 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 from either party that a dispute has 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 otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

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

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 th 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 NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE CONTRACTOR, 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

My Commission Expires: _____ day of _____ 20_____

EXHIBIT III – PRICING

SOFTWARE	PRICE (VOLUME DISCOUNT INFORMATION SHOULD BE SPECIFIED)			SUB-TOTAL PER ITEM
	UNIT PRICE	QTY	TOTAL	
Base Cost for Handheld Software and License (Identify, Indicate Brand and Version)				
Base Cost for MDC Software and License (Identify, Indicate Brand and Version)				
Software and License cost for additional modules (If any) (Provide detailed breakup & Identify, Indicate Brand and Version)				
Initial Training Cost (Provide Detailed Breakup)				
“Just In Time” Training Cost (Provide Detailed Breakup)				
“Trainers Training” Cost (Provide Detailed Breakup)				
Installation Cost (Provide Details)				
Cost of Enhancements / Modifications to Base Software (Provide Details)				
Cost of Enhancements / Modifications to Sub Modules (Provide Details)				
Source Code (If City wish to purchase)				
Annual Maintenance Fee				
HARDWARE:	UNIT PRICE	QTY	TOTAL	
Handhelds				
Server(s)				
Docking Stations				
Printers				
Batteries				
Annual Support / Maintenance Cost for Hardware (Provide Details)				
Paper				

Note: Add any additional cost items as needed. Also, add rebates (If any) applicable in a separate line.

**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 \$50,000.00

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.

- COMPANIES AFFORDING COVERAGE**
-
 - COMPANY A
 -
 - COMPANY B
 -
 - COMPANY C
 -
 - COMPANY D
 -
 - COMPANY E

INSURED
SAMPLE FORM

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

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

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS
 City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
 For (Project Name)

CERTIFICATE HOLDER
 DEPARTMENT – PROCUREMENT SERVICES DIVISION
 P.O. BOX 1562
 HOUSTON, TEXAS 77251

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

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.

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

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

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

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

Date

Contractor Name

Signature

Title

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

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

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

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT VIII:

ANTI-COLLUSION STATEMENT

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

Contractor 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 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

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

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

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

EXHIBIT 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/Contractor, 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

