

S17-T23907

CITY OF HOUSTON

ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT

STRATEGIC PURCHASING DIVISION

PARKING MANAGEMENT SYSTEM

FOR THE

CITY OF HOUSTON GENERAL SERVICES DEPARTMENT

NIGP CODE: 958-72

**PROCUREMENT
REQUEST FOR PROPOSAL**

**NOTICE OF
REQUEST FOR PROPOSAL FOR
PARKING MANAGEMENT SYSTEM**

S17-T23907

THE CITY OF HOUSTON

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

This Proposal is available on the Internet from: <http://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, January 9, 2009 at 2:00 P.M.** No proposals will be accepted after the stated deadline.

There will be a **Pre-Proposal Conference on Wednesday, December 17, 2008 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 B522, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Murdock Smith, phone: (832) 393-8725, fax: (713) 247-3039, murdock.smith@cityofhouston.net no later than 5:00 P.M., Friday, December 19, 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

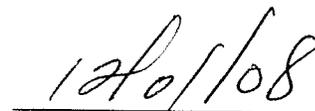

Date

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SECTION I. GENERAL INSTRUCTIONS

1.0 Submittal Procedure:

1.1 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:

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

1.2 The deadline for the submittal of the proposal to the City Secretary's Office is no later than Friday, January 9, 2009 at 2:00 P.M. Failure to submit the require number of copies as stated above may be subject for disqualification form the proposal process.

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

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

2.0 Proposal Format:

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

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

3.0 Pre-Proposal Conference:

3.1 A Pre-Proposal Conference will be held A Pre-Proposal Conference will be held Wednesday, December 17, 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 Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

4.0 Additional Information and Specifications Changes:

- 4.1 Requests for additional information and questions should be addressed to the Finance & Administration Department, High Technology Section, Murdock Smith, (832) 393-8725 fax: (832) 393-8725, murdock.smith@cityofhouston.net no later than **Friday, December 19, 2008 at 5:00 p.m.** local time. The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

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 Proposers.

6.0 Examination of Documents and Requirements:

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

7.0 Post-Proposal Discussions with Proposers:

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

8.0 Terms, Conditions, Limitations and Exceptions:

- 8.1 This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 8.2 *The proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.*

- 8.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the proposal evaluation process.
- 8.4 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 8.5 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees).
- 8.6 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
- 8.7 All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.8 The RFP and the related responses of the selected Proposer will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. *In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.*
- 8.9 Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.
- 8.10 *The price agreement(s) shall become effective on or about **May 15, 2009** for a term of three (3) calendar years. The City of Houston reserves the option of extending the agreement(s) on an annual basis for two (2) additional one-year terms or portions thereof.*
- 8.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 8.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the contract negotiated.

- 8.13 Prime Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 8.14 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
- 8.15 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 8.16 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Proposer, which would impede or impair the proper and timely performance of the contract.
- 8.17 *The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.*
- 8.18 *The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all proposals or any part thereof.*
- 8.19 *The City reserves the right to request clarification of any proposal after they have been received.*
- 8.20 The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 8.21 *The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.*
- 8.22 After contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior written approval from the City Purchasing Agent.

- 8.23 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 8.24 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

9.0 Invoicing:

- 9.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:
- 9.1.1 City of Houston
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/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.
- 10.2 INDEMNIFICATION
PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

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

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

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

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

10.3 INDEMNIFICATION

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

11.0 Indemnification Procedures:

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

11.1.1 a description of the indemnification event in reasonable detail,

11.1.2 the basis on which indemnification may be due, and

11.1.3 the anticipated amount of the indemnified loss.

11.2 This notice does not 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/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

11.3 Defense of Claims

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

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

12.0 Insurance Requirements:

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

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

12.1.1 Commercial General Liability Insurance including Contractual Liability:

12.1.1.1 \$500,000 per occurrence;

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

12.1.2 Workers' Compensation including Broad Form All States Endorsement:

12.1.2.1 Amount shall be statutory amount.

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

12.1.3 Automobile Liability (See Note Below):

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

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

12.1.4 Employer's Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

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

12.5.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

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

12.5.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of

the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

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

12.5.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

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

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

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

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

13.0 Contractor Performance Language:

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

14.0 Inspections and Audits:

14.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this

Agreement terminates. This provision does not affect the applicable statute of limitations.

15.0 Interpreting Specifications:

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

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

16.0 Local Minority/Women Businesses Enterprises Participation:

16.1 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 **11%** 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 THEREFOR.**

20.0 City of Houston Fair Campaign Ordinance:

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

21.0 Drug Detection and Deterrence Procedures for Contractors:

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

22.0 Project Administration:

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

23.0 Schedule:

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

23.2	<u>EVENT</u>	<u>DATE</u>
	Date of issue of the RFP	December 3, 2008
	Pre-Proposal Conference	December 17, 2008
	Questions from Proposers due to City	December 19, 2008
	Proposals due from Proposers	January 9, 2009
	Demonstration Period Ends	March 19, 2009
	Notification of intent to award (<i>Estimated</i>)	March 27, 2009
	Council Agenda Date (Tentative)	April 14, 2009
	Contract start date (<i>Estimated</i>)	May 15, 2009

SECTION II. SCOPE OF WORK

1.0 Purpose/Objective

- 1.1 The City of Houston (City) invites proposals for a Parking Management System with handheld citation devices that meet the business needs of the General Services Department's Parking Management Division's operations. These requirements are detailed in the Requirements Matrix describe within Attachment 1 within this document. The City of Houston developed these requirements as a basis for evaluating all proposals and making a final selection.
- 1.2 It is the City's intent to integrate the parking citation issuance, processing, adjudication and permitting functions, and the associated on-street parking activities, including electronic documentation of meter maintenance into a unified, comprehensive and cost-effective user-oriented system. While multiple solutions may be selected, the City requires one integrator to assume overall responsibility for coordinating any unbundled service contracts, and integrate the systems and business processes thereof. The City requires a firm (or consortium of firms) with sufficient capabilities and experience to help the City maximize the effectiveness and efficiency of its on-street parking management program.

The City's goal is to find, evaluate, purchase and implement a system that shall do the following:

- 1.2.1 Increase collections
- 1.2.2 Reduce workload
- 1.2.3 Identify repeat offenders, and scofflaws to field officers
- 1.2.4 Help better manage communications with customers
- 1.2.5 Improve/enhance permit sales
- 1.2.6 Reduce office traffic by allowing customers to apply for, as well as purchase, permits via the Internet
- 1.2.7 Reduce office traffic by allowing customers to access account information and pay citations via the Internet
- 1.2.8 Reduce office traffic by allowing customers to appeal citations via the internet
- 1.2.9 Help obtain useful reports for system analysis, problem resolution, overall efficiency, etc.
- 1.2.10 Enhance image to customers
- 1.2.11 Save time by accessing one relational database that contains citations, permits, properties, vehicles, meters, and customers (i.e. permit holders, persons responsible for citations, etc.)
- 1.2.12 Provide a better system for tracking vehicles that have been booted/towed or have been approved for boot/tow, and the status/location of booted/towed vehicles. (Parking Management only tows

vehicles that have an unresolved boot for 72 hours.)

- 1.2.13 Provide a platform for integration with other systems used at the City, at minimum SAP and the Parking Meter Database (See Interfaces, Section 8.0).
- 1.3 Please note that this RFP was written as if the City will purchase and operate the Parking Management System within its own information technology infrastructure. The City shall consider hosted solutions that are owned and operated by a service provider as well as proposals for outsourcing. Proposers may submit responses covering one or more installations. Each installation type shall be clearly marked and submitted as a separate RFP response, not combined into one RFP response.

2.0 Definition of Terms

- 2.1 The authors of this RFP have made every attempt to use the terms defined in this section consistently and as defined in this section. Proposers should seek clarification of any term (whether defined in this section or not) that is used inconsistently or unclearly.
 - 2.1.1 **“City of Houston”, “Houston”, “City” and “COH”** are used interchangeably and refer to the public entity that is seeking proposals for a new Parking Management System.
 - 2.1.2 **“Proposer”** is used to describe the individual and/or organization who are responding to this RFP.
 - 2.1.3 **“Parking Management System” and “System”** refer to the collection of hardware and software that comprise the implemented solution.
 - 2.1.4 **“Contractor”** is used to describe the individual and/or organization chosen to provide the selected system.
 - 2.1.5 **“Parking Management Evaluation Committee”** is used to describe the individuals who shall review and evaluate proposals, and recommend a solution that provides the best value to the City.
 - 2.1.6 **“Parking Management Project Team”** is used to describe the individuals who shall work with the contractor chosen to implement the solution.
 - 2.1.7 **“Application”** refers to the Proposer’s primary product offering, but might include supporting software that is essential to the application’s proper function.
 - 2.1.8 **“System”** refers to the collection of hardware and software that make up the final, delivered solution.

- 2.1.9 “**Interface**” is used to describe the hardware and software that enable two different systems to communicate with each other.
- 2.1.10 “**Customization**” and “**Modification**” are used to describe the changing of software code.
- 2.1.11 “**Configuration**” is used to describe the changing of application parameters that control system behavior.
- 2.1.12 “**Hosted Solution**” is used to describe a system that is installed on equipment that is owned and operated by the Proposer. The City accesses the system over the internet or other telecommunication mediums.

3.0 Background

- 3.1 The City of Houston is the fourth largest city in the nation encompassing 639 square miles with 2.2 million citizens, and 4.5 million residents in the metropolitan region. It is Home to twenty-six Fortune 500 companies, forty institutions of higher education, and the largest medical center in the world, Houston is a vibrant, culturally-rich, world-class city.
- 3.1 The City of Houston Parking Management Division of the General Services Department is responsible for the oversight and management of about 6,000 on-street parking spaces. On-street meter operations include pay and display pay stations (Digital Payment Technologies), and single/double-head Duncan and POM electronic meters. The pay and display meters within the Central Business District operate on a dedicated Wi-Fi network utilizing IEEE Standard 802.11b/g networking for client coverage.
- 3.2 The City issues approximately 225,000 parking citations per year with an expected growth of 10% each following year. Citations are issued by Parking Enforcement Officers, Houston Police Officers, Houston Independent School District Police Officers, Volunteers trained to issue accessible parking violations, Urban Park Rangers, and other entities. Parking Enforcement Officers (about 30) currently use handheld citation devices to issue the citations, also referred to as H-tickets (Enforcement Technology’s AutoCite). The remaining groups use manual ticket books to issue citations (P-tickets or V-tickets), which are scanned and manually entered in the system. V tickets are issued by volunteers in the Volunteer Accessible Parking Enforcement program who may only issue the parking violation for parked in an accessible space without a placard (PK-21).
- 3.3 The Parking Management Division is authorized to boot vehicles that have three or more delinquent parking citations provided a boot notice has been mailed or adhered to the vehicle. The only exception is vehicles that have at least one delinquent citation for parking in an accessible space without a placard (PK-21). Those vehicles are boot-eligible on one delinquent PK-21 provided a boot notice has been sent to the vehicle owner's most recent address as listed in the department of motor vehicles.

3.4 Parking Management is also responsible for administering the following permits:

Permit	Number/Yr	Renewal	Sub-permits
Meter Bagging	500	Varies	N/A
Residential Parking	2000	Annual	Decal, guest, service provider, one-day
Valet Zone	60	Annual	Temp Valet Zone, Change to existing VZ
Valet Parking Service	30	Annual	
Commercial Vehicle Loading/Unloading Zone	600	Annual	Class A, Class B, Class C and Class D
Newsrack Permit/Decals	50/3000	3 years	N/A
Monthly Parking	300	Monthly/Annual	Rate varies per location
Courtesy Passes	50	None	None

3.5 Total annual revenue inclusive of permits and citations is approximately \$15 million.

3.6 The Parking Management Division is also charged with oversight of 15 surface pay-lots, and the future will include garages managed under a public-private partnership.

3.7 The Parking Management Division staff comprises about 60 people of which 20 require access to the parking citation management system. The remaining staff is field employees who require a handheld citation device for either citation issuance or for document management in the field.

3.8 Parking Adjudication functions are performed by the hearing officers who are in the Municipal Courts Judicial Department. Those hearing officers are supported by clerks in the Municipal Courts Administration Department. The entire Parking Adjudication office comprises about 10 staff members.

3.9 The Parking Management Division outsources the mailing of citation notices and delinquent collections. The delinquent collections vendor maintains a vehicle outfitted with license plate recognition which receives a daily download of boot-eligible vehicles.

4.0 Requirements and General Services

4.1 The scope of work outlines the software, hardware, and services the City expects the Proposer to provide during the execution of the contract. Proposer responses shall clearly identify their project management approach to the implementation of the Parking Management System solution.

4.2 The Proposer shall submit a proposal that proposes an all in one solution, which includes the hardware and software that together shall meet the business requirements of the Parking Management Division.

4.3 The Proposer shall provide a description of the application, desktop hardware, server hardware, handheld citation devices, electronic cash drawers, radio-

frequency identification or barcode readers, receipt printers and any necessary accessories that together comprise the solution.

- 4.4 The proposal shall also include the services the Contractor provides to meet the City's requirements, which are on-site project management, requirements analysis, configuration workshops, installation data conversion and data migration, interface programming, testing on all components, and training. In addition, the proposal shall include a description of web-based training, technical support, warranty and maintenance support that the Contractor shall provide after a successful implementation. The Proposer shall send qualified, experienced personnel to Parking Management's site to oversee the entire system deployment process from project kick-off to go-live. See Section 6.0 for a detailed description.
- 4.5 The City shall implement two server environments. One environment shall be for transactions and production, and the second shall be for redundancy warehousing. In addition the City requires a test bed environment for testing and training purposes. The performance measurement requirements assume the City's network infrastructure presents no latencies or bottlenecks between the PC client and server. See Section 16.0 for specifications on the City's server infrastructure.
- 4.6 The scope of work, and the accompanying Requirements Matrix of this RFP, addresses eight business areas of the Parking Management Division. Each business area has a process or set of processes that a Parking Management System solution shall support. The business areas are:
 - 4.6.1 Accounts Receivables
 - 4.6.2 Adjudication
 - 4.6.3 Booting
 - 4.6.4 Citations
 - 4.6.5 Forms & Reports
 - 4.6.6 Handheld Devices
 - 4.6.7 Meter Shop
 - 4.6.8 Permits
- 4.7 The system shall include the following:
 - 4.7.1 Up to 50 concurrent user software licenses
 - 4.7.2 Up to 60 handheld citation devices with an option to purchase additional units for three years at the same price. A portion of the devices shall be

allocated for Meter Shop and the remainder assigned to enforcement officers.

- 4.7.3 Up to 7 electronic cash drawers, RFID and/or barcode readers and receipt printers with the option to purchase additional units for three years at the contract price.
- 4.7.4 Handheld citation device ticket stock for 500K tickets to be ordered on an as needed basis.
- 4.8 The system shall meet these performance measurement requirements:
 - 4.8.1 Less than 120 millisecond response time for application performance
 - 4.8.2 Management of at least 6,000 parking spaces
 - 4.8.3 Issuance of at least 225,000 citations per year
 - 4.8.4 Sale of at least 3,600 permits per year
 - 4.8.5 Retention of five years of historical data
 - 4.8.6 The performance measurement requirements assume the City's network infrastructure presents no latencies or bottlenecks between the PC client and server. See Section 16.0 for specifications on the City's server infrastructure.

5.0 Software and Hardware Requirements

- 5.1 The Requirements Matrix provides a detailed listing of each functionality requirement the City expects the Parking Management System to satisfy. Each Proposer should follow the instructions contained in the Cover Sheet of the Requirements Matrix, and submit a completed copy with their RFP response.
- 5.2 The following general specifications are the minimum requirements for this project:
 - 5.2.1 The system shall be a fully integrated parking management system that incorporates a relational database, current technology, and preferably wireless handheld citation devices.
 - 5.2.2 The system shall be PCI-DSS compliant. The Proposer shall include PCI-DSS certification with their proposal.
 - 5.2.3 The system shall provide the ability to track and manage customers, cash receipts, properties, citations, permits, adjudication/appeals, meter maintenance, booting/towing, and vehicle registrations. The database used for tracking the aforementioned items shall be relational for searches, information updates, queries, and advanced reporting. Online payments shall be supported by PCI compliant certification.

- 5.2.4 The system shall be based on a parking business model, and focus on common elements and relationships present in all parking operations: individuals or groups that park (customers), locations where parking is permissible, vehicles parked, permission to park, citations to discourage improper parking, and control of parking permits by location where customers park (properties). These elements shall be linked through financial relationships and audit trails.
- 5.2.5 The system shall be configurable to meet our business requirements (e.g. fine accumulations/escalations, late fees, permit sales and returns with options for prorating over time, lot definition by name, space type, # of spaces, etc.) as defined by our governing bodies. The system shall help enforce our policies and procedures. The Parking Ordinance (Chapter 26) of the City of Houston Code of Ordinances provides additional detail on business requirements. Chapter 40 (Sidewalks and Parades) covers the Newsrack permitting function. (See www.houstontx.gov/codes/index.html)
- 5.2.6 The Contractor shall implement the parking management system without the need for source code modifications or customizations by the Contractor, however, if a major business requirement can not be met without customizations to the source code, the City shall consider doing so.
- 5.2.7 The Contractor shall supply and support new electronic cash drawer workstations including any parking management software related peripherals, cash drawer hardware, RFID/bar code reading devices and receipt printers. All components shall be fully integrated with the parking management system.
- 5.2.8 The Contractor's solution shall provide handheld citation issuance devices, and the necessary software to communicate with the database. Wireless is the preferred method for data transfer, but docking is acceptable. The system shall include a Windows-based user interface that automatically downloads citation information from the handheld devices, and uploads database information from the database. The system shall also provide a method for data entry of manually issued citations. See Section 17.0 for a description of the City's wireless infrastructure.
- 5.2.9 The Contractor shall provide a detailed explanation of the document/image management function and data archival process.
- 5.2.10 The Contractor shall offer the following on-site services: requirements analysis, configuration workshops, data conversion, interface programming, installation, testing, training, and project management. The Proposer shall send qualified, experienced personnel to Parking Management's site to oversee the entire system deployment process from project kick-off to go-live. See Section 6.0 for a detailed description.

- 5.2.11 The Contractor shall offer data conversion/mapping services for data currently stored in multiple sources. The sources include an Oracle database with approximately 3.5 million parking cases, and a Microsoft SQL Server database with approximately 6 MB of data. In addition to these sources, there are smaller sources of data contained in Microsoft Access and Microsoft Excel files. See Section 7.0 for a detailed description.
- 5.2.12 The Contractor shall offer programming resources for importing and/or exporting data as part of an interface with an external system. See Section 8.0 for a detailed description.
- 5.2.13 The Contractor shall provide a training program for City personnel on the application for initial and continuing education (for current and new staff). The City expects hard and soft copies of a complete training manual. See Section 9.0 for a detailed description.
- 5.2.14 The Contractor shall provide software maintenance and technical support including distribution of all software upgrades as well as technical documentation on the system for the life of the contract. See Section 10.0 for a description.
- 5.2.15 The Contractor shall provide trained, technical support staff with the capability to log into the system remotely, assist with troubleshooting, and resolve application issues. The Proposer shall also provide a means for after-hours, on-call technical support.
- 5.2.16 The application's database server shall preferably be Microsoft SQL Server, but the City will consider Oracle or other database systems.
- 5.2.17 The application shall preferably have a web browser front-end, and be compatible with Microsoft Internet Explorer 6.0 or higher. The City shall not be required to upgrade to Microsoft Vista in order to run any component of the system on the desktop. The City standard is Microsoft Windows XP.
- 5.2.18 The Contractor shall offer a secure customer web portal that provides up to date information about products and services used by the customer. The portal shall include self-service options for viewing parking history such as permit purchases, citations, hearings, etc. The portal shall also update the customer on any action taken by Parking Management on permit applications or by hearing officers for citations. The web portal shall also allow Parking Management to effectively communicate with registered customers for announcements, reminders and notices.

6.0 Implementation Services

6.1 The Contractor shall meet the following implementation requirements:

6.1.1 Dedicated consulting staff who consult with the Parking Management

Project Team on operational practices and the best way to utilize the system to achieve organizational objectives, as well as manage system set-up and implementation shall be on-site for a minimum of one week.

- 6.1.2 Shall offer a structured, phased, documented implementation process. Proposer shall submit a Statement of Work that describes its implementation methodology with a sample timeline and responsibility assignments.
- 6.1.3 Shall have the capability to create written procedures for the City's operation, including daily/weekly/monthly processes, special letters, and queries.
- 6.1.4 Shall provide a detailed disaster recovery plan at implementation if the solution is hosted by the Contractor.

7.0 Data Conversion

- 7.1 The Proposer shall offer data conversion services. Data is currently stored in disparate systems running Oracle and Microsoft SQL databases. Data to be converted includes customers, vehicles, citations and permits. The City requires the Contractor to convert data into the new system, and that each Proposer explain the approach they take during the process to ensure data completeness, accuracy and validity. The Oracle database holds about three million parking cases that require converting. Many of these cases have images associated with the case that require converting. The SQL database holds about six (6) MB of data that requires converting.

8.0 System Interfaces

- 8.1 The Proposer shall offer interface programming services, and explain what type of interfacing is available (real-time or batch file) as well as the processes typically used for interfacing with external applications.
- 8.2 The City's SAP implementation has specific interface requirements. The Parking Management System shall produce on a daily basis a fixed length text file for two financial processes – cash receipts and customer refunds. The file shall be sent to a location on a file server where it is processed by SAP according to a schedule. The fields for SAP interface shall include:

HEADER	ITEM
RECORD TYPE	RECORD TYPE
REF. DOC NO.	REF. DOC NO.
DOCUMENT DATE	DR/CR IND.
POSTING DATE	GL ACCOUNT
DOCUMENT TYPE	AMOUNT
INVOICE AMOUNT	COST CENTER
HEADER TEXT	INTERNAL ORD.
PAYMENT TERMS	WBS ELEMENT
PAYMENT METHOD	FUNCTIONAL AREA
BASELINE DATE	BUSINESS AREA
VENDOR NUMBER	FUND
VENDOR NAME	GRANT
NAME2	EARMARKED FUNDS
STREET1	EARMARKED FUNDS: DOCUMENT ITEM
STREET2	TEXT
CITY	PO NUMBER
STATE	PO ITEM NUMBER
ZIP_CODE	LINE QUANTITY
COUNTRY	DUMMY
DUMMY	

8.2.1 The RECORD TYPE field dictates whether the record is a HEADER record or an ITEM DETAIL record. The DOCUMENT TYPE field dictates whether the record is a cash receipt or a customer refund.

8.3 Other interface requirements include:

8.3.1 **Handheld citation issuance device** - Download all activity nightly to the database, unless the device maintains a live connection with the system when in the field either through the Wi-Fi network or cellular connection.

8.3.2 **Parking Meter EMS** - Real-time communication with the meter database via handheld devices to ensure meter maintenance staff is alerted of alarms, maintenance issues or collection issues regarding the meters.

8.3.3 **Delinquent collections vendor** - Transfer a daily report to the city delinquent collections vendor (DCV) detailing the citations that have matured to the ordinance-required date. Allow for DCV to interface with the system to update a citation with number of contacts, notices and payments.

- 8.3.4 **Online payment processing service** - Interface with a system whereby parking customers may pay for citations or permits online and the parking management system is automatically updated. Proposer shall provide evidence of PCI compliance certification.
- 8.3.5 **Mail Vendor** - Produce a daily file and transfer the file to the FTP website belonging to the third-party contractor responsible for mailing citation notices to customers.
- 8.3.6 **Vehicle Ownership Database** – Periodic, preferably weekly, updates of vehicle ownership information to the parking management system database. Vehicle ownership information should populate as soon as a citation with a valid license plate is entered into the system.
- 8.3.7 **Lockbox Provider** - Daily interface with lockbox provider to capture receipts.
- 8.3.8 **HPD System** - Daily download of stolen vehicle list and Amber Alerts.

9.0 Training

- 9.1 The Proposer shall provide training courses for Parking Management personnel covering the operation of the handheld devices and citation management system. The City requires a minimum of 200 hours of training to be allocated to units within and outside of Parking Management (the City shall determine the allocation of hours to units based on recommendations from The Proposers). There are 5 main units that require training: Customer Service, Enforcement, Meter Maintenance, Adjudication, and Technical. Manufacturer's representatives, or personnel approved by the City, shall conduct the training course. The training course shall be conducted at least 14 days prior to the start of go-live. The training course shall not require more than six hours of training in any one day; i.e., 24 hours of training shall be conducted over at least a four-day period. The course shall be conducted on weekdays. The course shall be conducted at the Parking Management office at a time mutually agreed upon by the City and the Contractor, within the time restrictions outlined in this section.
- 9.2 The course shall be equally divided between class room instruction and practical experience on the handheld devices and computers. At a minimum, the course shall train personnel to power up the handhelds, issue citations, process payments, run reports, upload data to system, configure codes, issue permits, search for data and perform basic troubleshooting procedures. The Contractor shall use the training courses to familiarize the students with all documentation that has been provided as part of this project.
- 9.3 At least 30 days prior to commencement of the training course, the Contractor shall submit detailed course curriculums, draft manuals and handouts, and resumes of the instructors. The City shall review and request modifications of that material as appropriate. The City retains the right to refuse the trainer. The Contractor shall provide two (2) copies of the approved course materials at least

seven (7) days in advance of the scheduled course, and one copy per student the day the training course starts.

- 9.4 The City requires training materials and operating manuals in hard and soft copy (Microsoft Word 2003 format) that thoroughly explain the application and the handheld citation issuance devices. Each student shall be provided with a complete set of training materials and operating manuals for their particular system during the training session, which he/she shall retain for use on the job at the completion of training.
- 9.5 The Contractor shall record every session of the training course and shall deliver the DVDs to Parking Management at the conclusion of the training.
- 9.6 The Contractor shall provide, at request of the City, additional training opportunities where personnel can fine-tune their skills, and further their knowledge of the products and services offered by the Contractor. Ideally, the Contractor will also offer training on best practices in parking management, and be a source of information on other relevant parking industry issues. The Contractor shall conduct on-site follow-up training and operational/system consulting 10-12 weeks after software installation.
- 9.7 Upon conclusion of each training program, participants rate the effectiveness of the training program. The rating system shall be developed in conjunction with the City prior to the initiation of any training program. Should the ratings be unsatisfactory, based upon the pre-approved rating system, then the training program shall be provided again at no cost to the City.
- 9.8 The Contractor shall conduct the required training at times and locations coordinated by the City. Parking Management shall make personnel available to receive training. If sixty (60) days or more elapses between training and availability of new equipment to operate, Contractor shall provide retraining of those involved. The training shall include, but not be limited to, the following groupings of staff (actual number of students shall be determined at a later date)

9.8.1

LABOR CATEGORY	NUMBER OF STUDENTS
Customer Service	10
Supervisors	8
Meter Maintenance	10
System Managers/ Administrators	5
Adjudication	5
Enforcement	30
Technical	5

- 9.9 Training, as provided on each separate sub-system shall consist of the following:
 - 9.9.1 Customer Service Representatives (CSRs) shall be trained to process payments, issue permits and print receipts. CSRs shall be trained to change vehicle ownership information, data entry of manual citation, how

to research the database, how to correct or update an incorrect/incomplete citation, re-open citations paid by insufficient fund (NSF) checks and scan documents into the system and any other task necessary to the functionality.

- 9.9.2 Supervisors shall be trained to:
 - 9.9.2.1 Perform all items listed for Customer Service Representative
 - 9.9.2.2 Close out cashiers and balance cash drawers at end of day
 - 9.9.2.3 Add/delete users
 - 9.9.2.4 Waive or reduce fees
 - 9.9.2.5 Run appropriate reports
 - 9.9.2.6 Issue vouchers for refunds
 - 9.9.2.7 Update/correct errors
 - 9.9.2.8 Configure of system
 - 9.9.2.9 Track productivity of staff
 - 9.9.2.10 Update/generate forms
 - 9.9.2.11 Perform daily reconciliation of accounts
 - 9.9.2.12 Understand any and all system messages provided by the Parking Management System, including but not limited to alarm messages.
 - 9.9.2.13 Understand the purpose and data contained within any and all reports produced by the Parking Management System.
- 9.9.3 Maintenance personnel shall be fully trained in the use of the handheld devices for electronic workflow, responding to maintenance alarms and alerts, ensuring information is downloaded to the database the opening/closing of assigned tasks and any other task necessary for the functionality of the system.
- 9.9.4 Managers/System Administrators shall be trained to operate and perform appropriate programming for the Parking Management System and handheld devices and to understand statistical reports which reveal trends in revenue generation, and based on information available from the System, to perform checks and balances over actions of all employees.

- 9.9.5 Adjudication Personnel shall be fully trained on hearings, issuing findings, reviewing contestation documents, reducing/waiving fees, conducting boot hearings and any other task necessary for the functionality of the system.
- 9.9.6 Enforcement Personnel shall be fully trained on issuing citations and warnings, using the readers, taking digital images, chalking and using GPS on the handheld devices. Enforcement personnel shall be trained to ensure data is downloading/uploading to the system (upload of boot list, to recognize Amber Alerts, stolen vehicle list, etc) and any other task necessary for the functionality of the system.
- 9.9.7 IT staff shall be fully trained on database administration and maintenance, handheld devices administration and maintenance, process to apply software updates and troubleshooting.

10.0 Warranty and Maintenance

- 10.1 The Contractor shall offer a warranty agreement that covers all parking management system software and handheld citation device hardware for one year from the final acceptance date of the implementation project.
- 10.2 The proposal shall include costs for the first year of maintenance (calendar year, 365 days), and a 5-year total cost of ownership for the system.
- 10.3 The proposal shall include a description of what is included in continuing support and maintenance operations. The City shall test all application revisions and upgrades in the testing environment before applying the changes to the production environment.
- 10.4 The Contractor shall provide a description of its release cycle and method of transferring the software updates to a customer. Each Proposer shall complete the Cost Proposal spreadsheet showing a 5-year total cost of ownership, and submit a completed copy with the proposal response.
- 10.5 If hosted, the maintenance agreement shall include troubleshooting, installing upgrades, free training, performing hot back-ups, and routine checks to achieve maximum performance. Upgrades and preventative maintenance shall be handled remotely and after hours, thereby minimizing the impact on the City's operation. Enhanced maintenance shall provide a separate toll-free phone line with a 30-minute target call turnaround, Monday thru Friday between the hours of 8:00AM and 8:00PM Central time.
- 10.6 The Proposer shall demonstrate that spare parts for any of the handheld devices or peripherals are stored in a warehouse located in the USA. Proposer shall provide:
 - 10.6.1 Shipping time to ship spare parts to the City and the average time to repair handheld units or other components of the system.

10.6.2 At all times, the City shall have no less than 45 fully operational handheld devices on site.

11.0 Testing Plan

- 11.1 During the implementation, the Proposer shall conduct three (3) series of tests: Unit Tests, System Tests, and Final Acceptance Tests. Each of the tests shall be successfully completed in accordance with the approved test plan, inclusive of incorporation of City's comments, with formal written acceptance by the City prior to conducting the next test.
- 11.3 The contract period shall not be extended for time lost or delays caused by testing prior to final City approval of any items.
- 11.4 The Proposer shall submit a detailed Testing Plan for City review and written approval no less than sixty (30) calendar days after the Notice to Proceed.
- 11.5 The Testing Plan shall be designed to test the performances of every functional and operational aspect of the system with specific emphasis on the accurate, complete, and comprehensive Parking Management System.
- 11.6 If any portion of a test fails, the Proposer shall correct the deficiency and restart the entire test from the beginning. The City reserves the right to require additional tests during any of the tests at City's sole discretion.
- 11.7 The City reserves the right to witness all tests and conduct additional tests deemed necessary by the City. Failure to conform to the requirements of any test shall be counted as a defect and shall be subject to rejection by the City and shall be offered for a retest, provided that all non-compliances have been corrected, retested by the Proposer and submitted for review and written approval by the City.
- 11.8 Test execution shall be completed within five (5) business days. The City reserves the right to review the test results, inclusive of reports, for a period of five (5) business days prior to submitting final written approval of each test.
- 11.9 The Proposer shall provide the original test documents, including but not limited to, reports, tickets, procedures, etc. All testing shall be governed by the City established deliverable acceptance process and the issue resolution process, if necessary.

12.0 Unit Tests

- 12.1 The Testing plan at a minimum shall state each test case scenario, test execution procedure, expected result, and document the actual result.
- 12.2 Procedures and forms shall be submitted at least thirty (30) calendar days prior to testing. In addition to two (2) hard copies required, the procedures shall also be submitted in electronic format (Microsoft Word 2003). City comments shall be returned to Proposer within thirty (30) calendar days after receipt at the City's project office. Proposer shall submit the final procedures incorporating City's

comments within fifteen (15) days prior to the testing. Proposer shall not proceed with any tests without prior receipt of written approval of the test procedures by the City.

- 12.3 A Test Report, signed by the Proposer's Project Manager, shall be submitted for review by the City." Data sheets from the approved Test Procedures, containing the "as run" data, shall be included in the Test Report. Test equipment shall be identified in the Test Procedures. If unique interfaces are found to exist with present equipment, technical information regarding that interface may be required from the City.

13.0 Handheld Device and Peripherals Tests

- 13.1 Tests shall be conducted by the Contractor on at least one sample of equipment of each type, as approved by the City, to determine if the design of the equipment meets the requirements of this specification. All handheld device equipment exposed to outdoor elements shall be tested for temperature, condensation, and humidity.

13.1.1 Temperature, Condensation and Humidity

- 13.1.1.1 The test shall be successfully performed under the following conditions in the order specified below.
- 13.1.1.2 The equipment shall be stabilized at room temperature 70 F. After stabilization at this temperature, the equipment shall be operated without degradation for two (2) hours.
- 13.1.1.3 Moisture shall be caused to condense on the equipment by allowing it to be stabilized at 90 F in an atmosphere having relative humidity of at least 50% and the equipment shall be satisfactorily operated for two (2) hours while wet.
- 13.1.1.4 The equipment shall be stabilized at 130 F. After stabilization, the equipment shall be satisfactorily operated for two (2) hours without degradation or failure.

13.1.2 Functionality

- 13.1.2.1 All equipment functionality shall be tested to ensure the equipment operates as intended in this specification. The test plan shall include processing at least five (5) of every type of transaction for that handheld device. The test plan shall include printing of reports to review the transactional and financial reporting of the handheld device activity.

13.2 Consequences of Design Approval Test Failure

- 13.2.1 If any test fails, a report shall be prepared and delivered to the City prior to the retesting of the device, or integration function.

13.2.2 The report shall describe the nature of the failure and the corrective action taken. If a failure pattern develops, the City may direct the Proposer to substitute another handheld device model without additional cost to the City or extension of the contract period.

13.3 System Test

13.3.1 The Contractor shall conduct approved system tests demonstrating integration and proper operations of all field and central software and hardware. Approved data forms shall be completed and turned over to the City as the basis for review and for rejection or acceptance.

13.4 Consequence of System Test Failure

13.4.1 If system tests fail because of any component(s) in the subsystem, the particular component(s) shall be corrected or substituted with other component(s) and the tests shall be repeated. If a component has been modified as result of the system test failure, a report shall be prepared and delivered to the City prior to retesting.

13.5 Final Acceptance Testing: 72-Hour and 90-Day Test Periods

13.5.1 After the installation of the system is completed and the successful completion of the System Test, the Contractor shall conduct one continuous seventy-two (72) hour full-operating test prior to conducting a ninety (90) day test.

13.5.2 The test procedures shall be conducted with prior written approval by the City and shall consist primarily of exercising all functions and communications of the field equipment and the central system. The entire, end-to-end system shall operate without error for a continuous period of seventy-two (72) hours. The seventy-two (72)-hour test shall commence upon the day and time as directed by written communication from the City.

13.5.3 The ninety (90) day test period shall commence on the day and time as directed by written communication from the City and after the successful completion of the approved seventy-two (72) hour continuous full operating test period.

13.5.4 During the ninety (90) day test period, combined downtime of individual devices, or system shall not exceed a combined four (4) hours. If the combined downtime exceeds four (4) hours, the test shall be started from the beginning. The Contractor shall maintain failure, service and anomaly reports during the seventy-two (72) hour and ninety (90) day tests.

13.5 Consequences of seventy-two (72) Hour and ninety (90) Day Test Failure

13.5.1 If the seventy-two (72) hour or ninety (90) day test fail because of any component(s), process(es), subsystem(s) or combination thereof, the

particular component(s), process(es) and/or subsystem(s) shall be corrected or substituted and the tests shall be started over and repeated. If a component has been modified as result of the system test failure, a report shall be prepared and delivered to the City prior to retesting.

14.0 Final System Acceptance

14.1 Final system acceptance shall be defined as when all work and materials provided under this specification have been furnished and completely installed by the Contractor, and all parts of the work have been approved and accepted by the City and the Parking Management System has been operated continuously and successfully for ninety (90) calendar days with no more than four (4) hours downtime.

15.0 Overview of the City's Technical Environment

15.1 Desktop Infrastructure

15.1.1 The City has established a 5-year standard refresh cycle for all desktop hardware. The desktop operating system is Microsoft Windows XP, and the City has no immediate plans to upgrade to Windows Vista. The current desktop refresh configuration at a minimum includes:

15.2 Desktop

15.2.1 AMD Athlon 64 X2 4400+ 2.3Gz 65W Processor

15.2.2 1GB PC2-5300 (DDR2-667) 2x512GB Memory

15.2.3 80GB SATA 3.0Gb/s 1st Hard Drive

15.2.4 SATA 48X/32X Combo 1st Drive

15.2.5 ATI Radeon X1300 Pro 256MB DH Card (dedicated graphics)

15.3 Monitor

15.3.1 Brightness level of 300 nits & contrast ratio of 500:1

15.3.2 17-inch viewable screen

15.3.3 1280 x 1024 native resolution

16.0 Server Infrastructure

16.1 The City has chosen blade technology for its server infrastructure. Enabling hardware technologies include Storage Area Network (SAN), Network Attached Storage (NAS), and clustering. Enabling software technologies include Microsoft Windows Server™ 2003, Microsoft Exchange Server 2003, Microsoft Office 2003, Microsoft Operations Manager (MOM), Microsoft Systems Management

(SMS), and Microsoft SQL Server 2005. Over the next eighteen months, the City will design and implement an enterprise Microsoft Active Directory architecture.

16.2 As of the date the City publishes this RFP, the server hardware standard is as follows:

16.3 Server Blade

16.3.1 HP ProLiant BL460c server blade

16.3.2 Quad-Core Intel® Xeon® E5450 (3.00 GHz, 1333MHz FSB, 80W) Processor

16.3.3 HP 8GB Fully Buffered DIMM PC2-5300 2X4GB Memory

16.3.4 128MB BBWC (Battery-backed Write Cache) Enabler (for SA641, SA642 or E200)

16.3.5 HP BL460c backplane drive cage (two bays) – with E200i controller

16.3.6 HP 146GB Hot Plug 2.5 SAS Dual Port 10,000rpm Hard Drive

16.3.7 HP RAID 1drive setting

16.4 Storage Blade

16.4.1 HP StorageWorks SB40c storage blade

16.4.2 HP Smart Array P400/256 Controller

16.4.3 HP 146GB Hot Plug 2.5 SAS Dual Port 10,000rpm Hard Drive

16.5 Enclosure

16.5.1 HP BladeSystem c-Class c3000 Enclosure

16.5.2 HP c-Class Insight Control Environment for BladeSystem 8 License with 1 year of 24x7 support

16.5.3 Cisco Catalyst Blade Switch 3020 for HP c-Class BladeSystem

16.5.4 HP BLc3000 OnCity Administration Module

16.5.5 HP c3000 Enclosure AC Power Supplies (6)

16.5.6 HP Active Cool Fan Option kits (2)

16.5.7 HP BLc3000 DVD Drive

16.5.8 HP BLc3000 Rack Rails

16.5.9 HP BLc3000 KVM Option

16.6 Support

16.6.1 HP Care Pack 5-year, 4-hour, 24x7 Hardware Support

17.0 Wireless Infrastructure

- 17.1 The City has implemented an IEEE Standard 802.11b/g Wi-Fi network in the Central Business District (downtown area) of approximately one square mile. The City is evaluating a certified WiMax 802.16e (licensed 3.65 GHz radio spectrum) pilot network as part of a citywide wireless broadband network initiative. The initial WiMax pilot network will cover the central Houston area (inside the 610 Loop). If successful, the WiMax network shall be expanded to cover the entire city region.
- 17.2 The City expects to leverage its investment in wireless technology in many applications, including handheld citation devices as part of a Parking Management System. Each Proposer shall describe how their handheld citation devices shall integrate with the City's wireless network. Each Proposer shall provide an overview of the functionality and design of their handheld devices that shall be compatible with the City's current infrastructure. For example, describe whether your mobile devices are Wi-Fi compatible, and have USB or PCMCIA ports where a WiMAX adaptor could be inserted.

ATTACHMENT 1. REQUIREMENTS MATRIX

The requirements matrix can be downloaded from the following web link:

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=T23097>

SECTION III. PROPOSAL OUTLINE AND CONTENT

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

1.0 Title Page:

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

2.0 Submittal Form:

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

3.0 Letter of Transmittal:

- 3.1 A letter of transmittal shall include the following:
 - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
 - 3.1.2 Each Proposer shall include a price list showing the total implementation cost of an all in one solution (software, hardware, consumables, maintenance and training costs) and submit a completed copy with its RFP response. The price list shall last the length of the contract.
 - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

4.0 Expertise/Experience/Qualification Statement:

- 4.1 A brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages.
- 4.2 The proposal shall show evidence of its organization being adequately staffed with experienced personnel. This may be satisfied by providing an organization chart, and biographical summaries of key management personnel. In addition, proposer shall provide the names and biographical summaries of the project manager and installation team.
- 4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project. The proposal shall provide five (5) current customer references, preferably from the municipal government sector.

5.0 Proposed Strategy & Operational Plan:

- 5.1 Provide a detailed description and methodology of the proposed plan for a parking management system, which should include, but not be limited to the following:
 - 5.1.1 A brief statement of the Proposer's understanding of the work to be done.
 - 5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP intended Scope of Work.

6.0 Financial Statement:

- 6.1 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.

7.0 Contents:

- 7.1 The contents should be identified by section, description, and page number and should include, at a minimum, the following sections:
 - 7.1.1 Title Page
 - 7.1.2 Signed and Notarized Submittal Form (Exhibit II)
 - 7.1.3 Letter of Transmittal
 - 7.1.4 Expertise/Experience/Reliability Statement
 - 7.1.5 Organizational Chart, Resumes & Certifications/Licenses of proposed key personnel.
 - 7.1.6 Proposed Strategy/Operational Plan
 - 7.1.7 Proposed Equipment
 - 7.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for past two years.
 - 7.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation and Attachment "B" Letter of Intent (Exhibit I)
 - 7.1.10 List of Previous Customers and List of Proposed Subcontractors (Exhibit II)
 - 7.1.11 Fair Campaign Ordinance Form "A" (Exhibit V)
 - 7.1.12 Affidavit of Ownership or Control (Exhibit VI)
 - 7.1.13 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
 - 7.1.14 Anti Collusion Statement (Exhibit VIII)
 - 7.1.15 Conflict of Interest Questionnaire (Exhibit IX – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>)
 - 7.1.16 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
 - 7.1.17 Requested Information Outlined in the Scope of Work & Other Additional Relevant/Supporting Information or Alternate Proposals.

SECTION IV. EVALUATION AND SELECTION PROCESS

1.0 Evaluation Summary:

- 1.1 An evaluation committee will develop a short list of respondents and those short listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.
- 1.2 The Contractor shall offer the ability for the Parking Management Evaluation Committee to review the proposed system during the RFP evaluation period. This shall entail performing an on-site demonstration of the system to key stakeholders.
- 1.3 The City shall provide a demonstration script for each Proposer to follow that covers the major business processes of the Parking Management Division.
- 1.4 The Proposer shall grant access to a demonstration system for a period up to three (3) weeks after the on-site demos. The Parking Management Evaluation Committee requires that the Proposer provide ten (10) handheld citation devices during this period for use with the demonstration system. During this demonstration period, the Parking Management Evaluation Committee shall receive customer support from a Proposer to ensure all of its evaluation needs are met.

2.0 Selection Process

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer to create, modify and implement the required application modules. The Proposer shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:
 - 2.1.1 Conformance to the Scope of Work as outlined in Section II of this Request for Proposal document with emphasis on functionality, efficiencies, performance, design, customer service, and security of proposed system.
 - 2.1.2 Financial impact or benefit as measured by net revenues or costs to the City.
 - 2.1.3 Experience, reputation and success in performing multi-faceted, large parking related projects such as this RFP.
 - 2.1.4 Design of training plan and testing plan

2.1.5 Financial strength of the prospective Proposer and subcontractors.

2.1.6 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 MWBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

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

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION 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 SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

1. _____ agrees to perform work/supply goods and/or **Name of Minority/Women Business Enterprise** services in connection with the above-named contract and _____ as: **Name of Prime Contractor**
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture

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

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

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

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

ATTACHMENT "C"

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

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

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director 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 NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

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

Respectfully Submitted:

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

By: _____
(signature of authorized officer or agent)

Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Telephone No. of Contractor: (_____) _____

(signature, name and title of Affiant)

Notary Public in and for

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

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 \$1,000,000 Products-Comp/Op Agg. \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire)\$ 50,000 Med. Expense \$ 5,000 (Any one person)
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 \$1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
	Excess Liability				Each Occurrence \$ Aggregate \$
	Worker's Compensation and Employee Liability Other	Statutory Limits	(X)	Statutory Limits	Each Accident \$ 100,000 Disease - Policy Limit \$ 100,000 Disease - Each Employee \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

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

DEPARTMENT - PROCUREMENT SERVICES DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

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

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

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

FORM A
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

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

Firm or Company Name: _____

Firm or Company Address: _____

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

SOLE PROPRIETORSHIP

Name _____ Proprietor _____ Address

A PARTNERSHIP

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

Name _____ Partner _____ Address

Name _____ Partner _____ Address

A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____ Director _____ Address

Name _____ Director _____ Address

Name _____ Director _____ Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”)

Name _____
Officer Address _____

Name _____
Officer Address _____

Name _____
Officer Address _____

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

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

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

Preparer

Printed Name

Title

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

8/23/01

EXHIBIT 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.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, i.e., president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

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

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

Status of Appeal [DESCRIBE] _____

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

Affiant

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

(Seal)

Notary Public

NOTE:

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

EXHIBIT VII

Drug Detection And Deterrence Procedures For Contractors

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

**DRUG POLICY COMPLIANCE AGREEMENT
ATTACHMENT A**

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

(Name of Company) (Contractor)

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

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

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

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

Date

Contractor Name

Signature

Title

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

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

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

Date

Contractor Name

Signature

Title

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

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

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

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT VIII

Anti-Collusion Statement

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

Date

Proposer Signature

EXHIBIT IX

CONFLICT OF INTEREST QUESTIONNAIRE:

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

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

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

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 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

EXHIBIT X



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

Form POP-1A

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

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

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

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

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address

**CERTIFICATION OF AGREEMENT TO
COMPLY WITH PAY OR PLAY PROGRAM**

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.
- Yes No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.
- Yes No Contractor agrees to pay on behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
- Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
- Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature)

DATE

NAME AND TITLE (Print or type)