



**S37-T23378**

**CITY OF HOUSTON**  
**ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT**  
**STRATEGIC PURCHASING DIVISION**

**CREDIT CARD SERVICES**  
**FOR VARIOUS DEPARTMENTS**  
**OF THE CITY OF HOUSTON**

**NIGP CODE: 946-35; 946-35-75**

**PROCUREMENT**  
**REQUEST FOR PROPOSAL**

**NOTICE OF  
REQUEST FOR PROPOSAL FOR**

**CREDIT CARD SERVICES  
FOR VARIOUS DEPARTMENTS  
OF THE CITY OF HOUSTON**

**S37-23378**

**THE CITY OF HOUSTON**

The City of Houston's Various Departments invite prospective contractors to submit a written proposal for Credit Card Services for the City of Houston. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

This Proposal is available on the Internet from: <http://purchasing.houstontx.gov/>

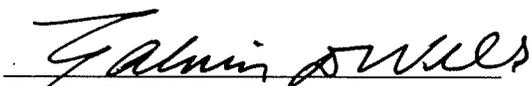
In the event you do not have download capability, the RFP document may be obtained from the Administration & Regulatory Affairs Department, Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

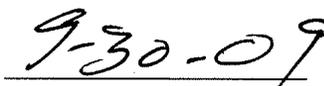
The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, October 30, 2009 at 2:00 p.m.** No Proposals will be accepted after the stated deadline. When submitting proposals via UPS/FedEx, etc. please label it with the name: Office of the City Secretary + above-referenced address along with the proposal number.

There will be a **Pre-Proposal Conference on Friday, October 9, 2009 at 9:00 a.m.** in the Strategic Purchasing Division, Conference Room No. 1, located at 900 Bagby, City Hall Annex, Tunnel Level, Houston, Texas 77002.

Questions concerning the Proposal should be submitted to Strategic Purchasing, High Technology, Room B500, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Joyce Hays, Sr. Procurement Specialist, phone: (832) 393-8723, fax--832.393.8759, [joyce.hays@cityofhouston.net](mailto:joyce.hays@cityofhouston.net), (preferred) no later than **4:00 p.m., Thursday, October 15, 2009.**

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, Deputy Director  
City Purchasing Agent

  
Date

# TABLE OF CONTENTS

PAGE No.

<b>SECTION I. GENERAL INSTRUCTIONS .....</b>	<b>5</b>
1.0 SUBMITTAL PROCEDURE: .....	5
2.0 PROPOSAL FORMAT: .....	5
3.0 PRE-PROPOSAL CONFERENCE: .....	5
4.0 ADDITIONAL INFORMATION AND SPECIFICATIONS CHANGES: .....	6
5.0 ADDENDA & MODIFICATIONS: .....	6
6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS: .....	6
7.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSERS: .....	6
8.0 TERMS, CONDITIONS, LIMITATIONS AND EXCEPTIONS: .....	6
9.0 INVOICING: .....	9
10.0 INDEMNITY AND RELEASE: .....	9
11.0 INDEMNIFICATION PROCEDURES: .....	10
12.0 INSURANCE REQUIREMENTS: .....	11
13.0 CONTRACTOR PERFORMANCE LANGUAGE: .....	15
14.0 INSPECTIONS AND AUDITS: .....	15
15.0 INTERPRETING SPECIFICATIONS: .....	15
16.0 LOCAL M/W BE PARTICIPATION: .....	15
17.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM: .....	16
18.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE: .....	16
19.0 CONTRACTOR DEBT: .....	16
20.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE: .....	16
21.0 CONTRACTOR'S DRUG DETECTION & DETERRENCE PROCEDURES: .....	17
22.0 PROJECT ADMINISTRATION: .....	17
23.0 SCHEDULE: .....	17
<b>SECTION II. SCOPE OF WORK.....</b>	<b>18</b>
<b>SECTION III. PROPOSAL OUTLINE AND CONTENT .....</b>	<b>32</b>
1.0 TITLE PAGE: .....	32
2.0 SUBMITTAL FORM: .....	32
3.0 LETTER OF TRANSMITTAL: .....	32
4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT: .....	32
5.0 PROPOSED STRATEGY & OPERATIONAL PLAN: .....	33
7.0 FINANCIAL STATEMENT: .....	33
8.0 CONTENTS: .....	33
<b>SECTION IV. EVALUATION AND SELECTION PROCESS.....</b>	<b>35</b>
1.0 EVALUATION SUMMARY: .....	35
2.0 SELECTION PROCESS: .....	35
<b>EXHIBIT I Minority/Women Business Enterprises Contract Requirements.</b>	<b>36</b>
ATTACHMENT "A" .....	37
ATTACHMENT "B" .....	39
ATTACHMENT "C" .....	40
ATTACHMENT "D" .....	41
<b>EXHIBIT II .....</b>	<b>42</b>
LIST OF PREVIOUS CUSTOMERS: .....	42
LIST OF SUBCONTRACTORS: .....	43
SUBMITTAL FORM: .....	44

<b>EXHIBIT III .....</b>	<b>45</b>
PRICING FORM.....	45
<b>EXHIBIT IV .....</b>	<b>46</b>
CITY OF HOUSTON INSURANCE REQUIREMENTS FOR CONTRACTS:.....	46
<b>EXHIBIT V .....</b>	<b>49</b>
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE: .....	49
<b>EXHIBIT VI .....</b>	<b>52</b>
CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE: .....	52
<b>EXHIBIT VII .....</b>	<b>56</b>
DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:.....	57
DRUG POLICY COMPLIANCE AGREEMENT:.....	58
DRUG POLICY COMPLIANCE DECLARATION:.....	59
<b>EXHIBIT VIII .....</b>	<b>60</b>
ANTI-COLLUSION STATEMENT:.....	60
<b>EXHIBIT IX .....</b>	<b>61</b>
CONFLICT OF INTEREST QUESTIONNAIRE: .....	61
<b>EXHIBIT X.....</b>	<b>62</b>
PAY OR PLAY ACKNOWLEDGEMENT FORM & CERTIFICATION OF AGREEMENT:...	63

## 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, **and two CD-ROMs**, are to be submitted in a sealed envelope 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, October 30, 2009 at 2:00 p.m.** Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents (also referred to in this document as "Contractor"), 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. When submitting proposals via UPS/FedEx, etc. please label it with the name: **Office of the City Secretary** + above-referenced address along with the proposal number.

### 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:

A Pre-Proposal Conference will be held **Friday, October 9, 2009 at 9:00 a.m.** at City Hall, eighth floor conference room, located at 901 Bagby, Houston, Texas, 77002. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

**4.0 Additional Information and Specifications Changes:**

Requests for additional information and questions should be addressed to Joyce Hays at 832.393.8723 no later than **Thursday, October 15, 2009 at 4:00 p.m.** local time (CST). 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 Requests for Proposals. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

**5.0 Addenda and 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:**

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 **September 30, 2010** for a term of five (5) calendar years. The City of Houston reserves the option of extending the agreement(s) on an annual basis for three (3) additional auto-renewal 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 Please see various addresses listed in Section 3.5 of the Scope of Work.**

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/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, 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 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 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. CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

10.2.5 CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR/SUPPLIER FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR/SUPPLIER SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR/SUPPLIER SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR/SUPPLIER SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR/SUPPLIER SHALL REFUND THE PURCHASE PRICE.

### 10.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

11.1.1 A description of the indemnification event in reasonable detail,

11.1.2 The basis on which indemnification may be due, and

11.1.3 The anticipated amount of the indemnified loss.

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

11.3 Defense of Claims

11.3.1 Assumption of Defense. 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. 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, Contractor/Supplier must advise the City as to whether or not it will defend the claim. If 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 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. 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/Supplier shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category**

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

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

12.1.1 Commercial General Liability Insurance including Contractual Liability:

12.1.1.1 \$500,000 per occurrence;

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

12.1.2 Workers' Compensation including Broad Form All States Endorsement:

12.1.2.1 Amount shall be statutory amount;

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

12.1.3 Automobile Liability (See Note Below):

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

12.1.3.2 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)

12.1.5 Contractor/Supplier's Professional Liability (errors and omissions) \$100 million

12.1.6 \$100 million Financial Institution Bond, including Electronic and Computer Crime.

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/Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor/Supplier, 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/Supplier 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, Contractor/Supplier shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within such thirty (30)-day period Contractor/Supplier 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/Supplier 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 on behalf of the Subcontractor to cover their operations, and Contractor/Supplier 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/Supplier shall endorse the Subcontractor as an Additional Insured on its 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/Supplier 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/SUPPLIER 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/Supplier 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/Supplier shall give written notice to the Director within five days of the date on which total claims by any party against Contractor/Supplier 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 Workers' 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/Supplier shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 12.5.9 Subcontractors: Contractor/Supplier 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/Supplier 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/Supplier shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor/Supplier confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor/Supplier shall furnish the City with certified copies of Contractor/Supplier's actual insurance policies.
- 12.5.10.1 Contractor/Supplier shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Contractor/Supplier does not comply with this requirement, the Director, at his or her sole discretion, may
- 12.5.10.2 Immediately suspend Contractor/Supplier 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/Supplier under this Agreement.
- 12.5.10.4 The City shall never waive or be estopped 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/Supplier shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor/Supplier's operations under this Agreement.

**13.0 Contractor Performance Language:**

Contractor/Supplier shall make citizen satisfaction a priority in providing services under this Contract. Contractor/Supplier's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor/Supplier'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/Supplier is not interacting in a positive and polite manner with citizens, the Contractor/Supplier 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:**

City representatives may have the right to perform, or have performed, (1) audits of Contractor/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor/Supplier 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/Supplier shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances Contractor/Supplier shall make good faith efforts to award subcontracts or supply agreements in at least 5% of the value of this Agreement to M/WBEs. Contractor/Supplier 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/Supplier shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE 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:**

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/Supplier 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 & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your 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:**

**IF CONTRACTOR/SUPPLIER, 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/SUPPLIER HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR/SUPPLIER IN WRITING. IF CONTRACTOR/SUPPLIER 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/SUPPLIER UNDER THIS AGREEMENT, AND CONTRACTOR/SUPPLIER WAIVES ANY RECOURSE THEREFOR.**

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

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a Contract is defined as any Contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded.

**Exhibit V** of this RFP describes the Contract and documentation requirements relating to this ordinance.

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

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any Contract for labor or services, a successful Proposer must certify to its compliance with this policy. **EXHIBIT 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:**

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.

<b>23.2</b>	<b><u>EVENT</u></b>	<b><u>DATE</u></b>
	Date of issue of the RFP	October 2, 2009
	Pre-Proposal Conference	October 9, 2009
	Questions from Proposers due to City	October 15, 2009
	Proposals due from Proposers	October 30, 2009 Friday
	Notification of intent to award ( <i>Estimated</i> )	March 24, 2010
	Council Agenda Date ( <i>Estimated</i> )	July 14, 2010
	Contract start date ( <i>Estimated</i> )	September 30, 2010

## SECTION II. SCOPE OF WORK

### 1.0 INTRODUCTION

- 1.1 Proposals are invited from all interested and qualified Proposers to provide electronic payment processing and gateway processing services to various City of Houston (City) Departments for acceptance of payment for permits and various fees, as described below by credit cards, debit cards and, potentially, electronic check or ACH payments. The Contractor shall be responsible for processing electronic payments to the satisfaction of the City. Services shall be provided to the customers of the City through an internet payment processing system and point of sale/service processing.
- 1.2 The system will include Internet, Kiosks, telephone and Point of-Sale (POS) payment modules for both remote clients and in-office payments.
- 1.3 The service shall have the ability to interact with the City's data via Cybersource and GovPartners' CDP system. Services are extremely time sensitive. The system must be able to complete a payment without the City being required to take action. The system must be able to provide "real time" authorization and commitment of funds. Funds must be delivered in a timely and expeditious manner.
- 1.4 The system will be used at various locations for the collection of revenue from the payment of permits, fees, fines, bond postings and specific services provided by the participating City Departments.
- 1.5 Finally, the City desires a system portal that will allow for the future use of Spanish, in addition to English.
- 1.6 The contract shall have a term of five years with three (3) one-year options to renew.

### 2.0 BACKGROUND

- 2.1 The specific purposes for which each Department utilizes the electronic point-of-sales services are listed below:

DEPARTMENT	INTENDED USE OF POINT-OF-SALES SERVICES
Administration & Regulatory Affairs	For payment of permit fees. Commercial Permitting & Transportation are responsible for the sale of almost 40,000 permits per year, and annual revenues of \$3.5 million per year
Convention & Entertainment	For payment of license fees, equipment rental, exhibit booth cleaning charges, and other service fees incurred by licensees and exhibitors at the George R. Brown Convention Center, Wortham Theater Center, and Jones Hall for the Performing Arts.
Planning and Development	For the collection of plat submittal payments, GIS maps and CD's, ordinances, and requests for public information

Municipal Courts – Administration	For the collection of fines and fees including but not limited to traffic and non-traffic fines, public safety reports and bond postings. The Municipal Courts has jurisdiction over Class “C” misdemeanor violations including but not limited to traffic citations, non-traffic citation and parking citations. Over 668,000 payment transactions are processed per year totaling over \$86,000,000. In addition, over 9,000 bonds are posted each year with an approximate annual value of \$2,500,000. Voluntary mail payments with check or money order account for about 50 percent of all payments. All bond posting must be made in person.
Police	For payments accepted through the Police Academy
PWE - Planning and Development Services Division	For the collection of permits fees including mechanical, house move/mobile home, electrical, building, occupancy and plumbing.
Parks & Recreation	For payment of services associated with activities conducted at park sites
HFD	Facilitate accepting Credit Card payments for various HFD services, such as Stand By’s (Fire Watches), False Response Fee, Fire Alarm Permits, etc.

2.1 The City requires that the successful Proposer provide for:

- 2.1.1 the design of an automated point of sale system;
- 2.1.2 installation of this system at each location specified by the Departments in Attachment A; and
- 2.1.3 on-going maintenance.

2.2 The estimated total number of point-of-sale terminal devices to be installed at each location as specified by each Department is 103. The estimates are listed below as indicated by the participating Departments:

Department	No. of Locations	Total No. of Units
Convention & Entertainment	3	3
Planning and Development	2	2
Municipal Courts – Administration	9	61
Police	1	1
Fire Department	1	2
Administration & Regulatory Affairs	1	2
Parks & Recreation	8	8
PWE - Planning and Development Services Division	4	24
<b>Total No. of Units</b>		<b>103</b>

### 3.0. SERVICES TO BE PROVIDED

3.1 Services shall include:

- 3.1.1 Provide payment processing and gateway services for credit cards.
- 3.1.2 Provide payment processing and gateway services for debit cards.
- 3.1.3 Provide payment processing and gateway services for e-checks or ACH.
- 3.1.4 Provide statements detailing payment activity.
- 3.1.5 Provide statements detailing charges to the city.
- 3.1.6 The Contractor must be able to process electronic credit card transactions, electronic debit card transactions, electronic checks or ACH, card present transactions, card not present transactions initiated via telephone, internet, kiosk and point of sale terminals.
- 3.1.7 The Contractor must be able to provide processing for multiple “brands” and types of cards, including but not limited to, VISA, MasterCard, American Express, and Discover Card transactions.
- 3.1.8 The Contractor must provide and maintain electronic payment processing that meets the following criteria:
  - 3.1.8.1 Secure data during its transmission and storage.
  - 3.1.8.2 Payment transactions processed with “real-time” authorizations.
  - 3.1.8.3 Confirmation number generation for every successful payment.
  - 3.1.8.4 Notification by e-mail to the consumer and the City of all charge backs.
- 3.1.9 The Contractor must be able to process transactions and accept settlement files from current systems. The method of application varies from standard point of sale equipment, to various types of software data capture via personal computer, to internet-based applications using third party processors.
  - 3.1.9.1 The Contractor shall at a minimum:
    - 3.1.9.1.1 Provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks.
    - 3.1.9.1.2 Provide gross settlement to a designated City of Houston Contractor/Supplier account for all payment and credit records processed.
    - 3.1.9.1.3 Set up deposits and provide an accounting that shall ensure that each Department’s receipts are deposited separately for auditing purposes. Each amount shall be deposited for the use and benefit of the City in a Contractor/Supplier of the City’s choice with monthly reports of transaction activity by Department.

- 3.1.9.1.4 Provide a procedure for addressing the reconciliation of credit card activity to ensure that each Department, separately, receives adequate and accurate reports to prepare its reconciliation.
- 3.1.9.1.5 Provide a monthly statement that itemizes service charges by components (i.e., transaction fee, equipment and maintenance, interchange charge, appropriate fees and service charges).

3.1.10 The Contractor must be able to provide automatic or online reporting services including information on chargebacks.

3.1.10.1 Monthly statements must detail deposit activity fee and chargeback activity for each location.

3.1.10.2 Statements must show descriptors to determine adjustment items.

3.1.11 The Contractor must be able to provide a monthly analysis statement showing charges for all account services.

3.1.11.1 Statements will detail activity by charge card type.

3.1.12 Contractor must provide a separate "merchant number" per Department for VISA, MasterCard, American Express, Discover Card and Pulse Debit Cards.

3.1.13 The system must include an E-commerce module that will allow customers to apply and pay for services and licenses via a secure web site.

3.1.14 The system must include uninterrupted power supplies for all terminals and printers.

## 3.2 Payment Validation

3.2.1 Check validation: The Contractor must provide a check validation service.

3.2.2 Check authorization: The Contractor must provide check authorization service.

3.2.3 Credit card authorization: the Contractor must provide real-time credit card authorizations.

## 3.3 Payment Processing

3.3.2 All funds received via the on-line payment system must be deposited at the City's bank.

3.3.3 ACH transactions processed by 5:00 p.m. will be available to the City the next business day.

3.3.3.1 If an electronic check is returned due to non-sufficient funds, the City will run the check through one time upon return.

3.3.4 Credit card transactions received by 5:00 p.m. will be processed for settlement that night, and funds shall be available to the City within 2 business days.

3.3.5 Credit card payments shall post to the City's Contractor/Supplier account as a daily batch by merchant account.

3.3.6 E-checks must post to the City's account as a daily batch. The batch amount must tie to one day of e-check receipts.

3.3.7 The Contractor shall give notification by e-mail to the consumer and the City of all charge backs within 2 business days. The notification shall include payer's name, date of payment, payment type (i.e. e-check, credit card), and payment amount.

#### 3.4 Reports

3.4.2 The payment processor component must provide a report which lists each payee name, payment transaction type (credit card, debit card or ACH), payment description (i.e. receivable type and account number or fee type) and amount paid. The report must subtotal by receivable type (or permit type) and by payment type. If convenience fees are charged, convenience fees must be subtotaled separately.

#### 3.5 Functionality by Department:

##### 3.5.1 **Administration & Regulatory Affairs**

3.5.1.1 The system shall have the ability to interface with the City's data via Cybersource and GovPartners' CDP system;

3.5.1.2 The payment address is:

Commercial Permits & Enforcement  
611 Walker, 2nd Floor  
Houston, Texas 77002

##### 3.5.2 **Convention & Entertainment Facilities**

3.5.2.1 The system must accommodate payments made in person;

3.5.2.2 The system should have the capability to accept payments made on-line through the internet, which is preferred.

3.5.2.3 The Proposer must offer a break on fees for larger transactions (e.g. >\$3,000);

3.5.2.4 The payment address is:

Attn: Accounts Payable  
City of Houston  
Convention & Entertainment Facilities Dept.  
P.O. Box 61469  
Houston, TX 77208

### **3.5.3 Houston Fire Department**

3.5.31 The system shall have the ability to interface with the City's data via the Houston Fire Department's ILMS, SMART and Fire House Software applications;

3.5.32 The payment address is:

Houston Fire Department - Logistics  
Revenue Division  
1205 Dart St., Suite 113  
Houston, Texas 77007

### **3.5.4 Houston Police Department**

3.5.41 The Houston Police Department desires a physical machine at each window that allows a customer to swipe a credit card through to initiate a transaction;

3.5.42 The payment address is:

Police Academy  
1200 Travis, 17<sup>th</sup> Floor  
Houston, Texas 77002

### **3.5.5 Municipal Courts Administration**

#### **3.5.5.1 ACH Processing with a One Time Presentment on Returns**

If the check processing company returns an electronic check due to NSF (non-sufficient funds), we opt to run the check through one time.

#### **3.5.5.2 Point of Sale Terminals with Survey Capabilities**

Contractor must install a point of sale terminal at each window that allows a customer to swipe a credit card through to initiate a transaction; the terminal should include survey capabilities, which MCAD will be able to customize.

#### **3.5.5.3 Website & Kiosk**

The system must have the capability to accept payments via website and kiosk. The system must provide secure access

payer/transaction information, payment servicing functions and reports.

3.5.54 The payment address is:

Municipal Courts Building  
1400 Lubbock, Room 111  
Houston, Texas 77002

### 3.5.6 Parks and Recreation Department

3.5.6.1 Contractor must assume total responsibility for maintenance of system.

3.5.6.2 The system's down time shall not exceed 1.5%.

3.5.6.3 Proposal should detail maintenance program outlining how individual components will be supported when malfunctions occur.

3.5.6.4 Payment addresses:

Sharpstown Park Golf Course  
6600 Harbor Town  
Houston, TX 77036

Memorial Golf Park  
1001 Memorial Park Loop E  
Houston, TX 77007

Brock Park Golf Course  
8201 John Ralston Rd.  
Houston, TX 77044

Gus Wortham Golf Course  
7000 Capital Street  
Houston, TX 77011

Memorial Fitness Center  
6402 Arnot  
Houston, Texas 77007

Lee LeClear Tennis Center  
9506 South Gessner  
Houston, Texas 77074

Homer Ford Tennis Center  
5225 Calhoun  
Houston, Texas 77021

### 3.5.7 Planning & Development Department

3.5.7.1 The system must accommodate payments made in person.

3.5.7.2 The system must have the capability to accept on-line payments with secure access.

3.5.7.3 The system must have the ability to process ACH payments.

3.5.7.4 Payment address: City of Houston  
Planning and Development Department  
Attention: Accounting Section  
P.O. Box 1562  
Houston, Texas 77002

### 3.5.8 Public Works & Engineering Department

3.5.8.1 The system must accommodate payments made in person;

3.5.8.2 Contractor must install a point of sale terminal at each window that allows a customer to swipe a credit card through to initiate a transaction;

3.5.8.3 The payment address is:  
City of Houston  
Attn: Planning and Development Services  
Public Works and Engineering Department  
P.O. Box 61167  
Houston, TX 77208 -1167

#### **4.0 MINIMUM QUALIFICATIONS**

Proposers must meet all of the following minimum requirements in order to be considered for the contract award.

##### **4.1 General Qualifications**

- 4.1.1 Proposers must have all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the services as required, at the time of the proposal, or prior to that time if required by law.
- 4.1.2 The Contractor must have an authorization and settlement system.
- 4.1.3 The Contractor must be able to interact with the City's data via Cybersource and GovPartners' CDP system.
- 4.1.4 The Contractor must support a "real time" transaction that is bi-directional in its communication and verification. (i.e. there must be a verification and validation in real time of the amount sent AND received).

##### **4.2 Processing and Settlement**

- 4.2.1 The system must be a full-fledged processor (front-end and back-end).
- 4.2.2 The system must have the ability to do flat fee processing.
- 4.2.3 The system must be able to accept payment and credit records directly from the applications and/or third party Contractors.
- 4.2.4 The Contractor must provide settlement such that the proceeds from the payment and credit records are deposited into the City of Houston account(s) no later than 48 hours after the payment and credit records are sent (batched).
- 4.2.5 The Contractor must provide daily gross settlement.
- 4.2.6 The system must support address verification service (AVS) and Security Code (Visa CVV2, MasterCard CVC or Discover CID) data in authorization requests for transactions where either the card is not present or the magnetic strip is not readable.

- 4.2.7 The system must support timeout reversal requests.
- 4.2.8 The system must perform an exact validation on the credit card number and the credit card expiration date.
- 4.2.9 The system must return an “accept” or “decline” message within an industry-acceptable timeframe.
- 4.2.10 The system must print a receipt within 10-15 seconds after the message is sent from the Terminal for authorization.
- 4.2.11 The system must support adjustments (edits) and voids before transactions are settled.
- 4.2.12 The system shall not allow for exposure of credit card numbers; e.g. receipts detailing card numbers.

## **5.0 TERMINAL SUPPLIES**

- 5.1 The Contractor shall provide all terminal supplies necessary to process qualified cards through the system via terminals purchased, rented or leased from the Contractor. Such supplies shall include, but not be limited to, the following:
  - 5.1.1 Credit/Debit Card sales vouchers;
  - 5.1.2 Credit Card credit vouchers;
  - 5.1.3 Printer ribbon;
  - 5.1.4 Debit Card and Credit Card decals for all the Cashier Booths;
  - 5.1.5 Suitable manual imprinters. The Contractor shall provide appropriate procedures for the use of the manual imprinters in the event the System is inoperable;
  - 5.1.6 Transaction slips; and
  - 5.1.7 Training, Orientation and Documentation
    - 5.1.7.1 Contractor shall provide documentation and shall provide initial and additional training and retraining, as reasonably needed, to City personnel in the use of the System.

## **6.0 PAYMENT CARD INDUSTRY (PCI) SECURITY STANDARDS**

- 6.1 The Proposer shall be compliant with all relevant PCI security standards, and must be able to show proof of such certification.

## **7.0 CUSTOMER SERVICE**

- 7.1 The Contractor must provide 24 hour seven days-a-week customer assistance.

- 7.2 The Contractor must provide customer service and problem resolution on transactions requiring intervention.
- 7.3 The Contractor must agree to provide the necessary staffing to meet all of the requirements detailed in the RFP.
- 7.4 Contractor shall appoint a dedicated Relationship Manager to assist the City in resolving day-to-day operational issues presented by the City's cashiers.
- 7.5 During and after regular business hours, the Contractor shall provide access to its Point of Sale Help Desk which operate 24 hours a day 7 days a week.
- 7.6 Describe how a void and a refund would be handled for each of the following and the length of time before the customer receives their funds or the funds are released:
  - 7.6.1 a credit card payment
  - 7.6.2 a debit card payment
  - 7.6.3 an e-check
  - 7.6.4 an ACH payment

## **8.0 SERVICE CHARGES**

- 8.1 As part of the proposal, the Proposer shall submit a separate and detailed listing of all charges to include, but not limited to:
  - 8.1.1 internet processing fees;
  - 8.1.2 VISA and MasterCard Interchange, Access and Assessment fees (the date of computation of the interchange rates should be included);
  - 8.1.3 CARDnet fees: Card Present – Signature;
  - 8.1.4 CARDnet fees: Card Not Present – No Signature;
  - 8.1.5 any other applicable fees such as the American Express Authorization and Capture fee, Discover's Authorization and Capture Fee and the Diner's Club Licensing Program;
- 8.2 The Proposer shall list all incidental fees, if any, including but not limited to reconciliation reports, telephone assistance, and other support services charges.
- 8.3 Preference will be given to Proposers who charge reasonable fees (e.g., a lower percentage or a lower flat fee) for high dollar amount transactions.

## **9.0 DISASTER RECOVERY**

- 9.1 The respondent must provide and maintain a business continuity plan that identifies procedures relating to an emergency or significant business disruption that are reasonably designed to enable the respondent to meet its existing obligations to customers.

## **10.0 TRAINING AND DOCUMENTATION**

- 10.1 Contractor shall provide initial training following the completion of the installation of the System and additional training and retraining, as reasonably needed, to City personnel in the use of the System and in applying Contractor's policies and procedures.
- 10.2 Contractor shall provide sufficient copies of Documentation for all designated City employees.

## **11.0 MAINTENANCE AND SYSTEM UPGRADE**

- 11.1 Contractor shall be solely responsible for maintaining the System.
- 11.2 Contractor shall add new data elements and recommend technology improvements to satisfy new and emerging business developments.
- 11.3 Up-time is critical; therefore, the goal is 24 hours per day 7 days a week. In any event, the System's down-time should not exceed 1.5% in any given month.
- 11.4 Contractor shall provide Help Desk services for the Terminals, web site and kiosks seven (7) days per week, twenty-four (24) hours per day.

## **12.0 ADDITIONS AND DELETIONS**

- 12.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already under contract, the charges therefore will then be at the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the attached fee schedule.

## ATTACHMENT "A"

### CITY DEPARTMENTS AND SITES

#### I. Municipal Courts Administration Department - Court Sites

1. Municipal Courts Building  
1400 Lubbock  
Public Service Counter - First Floor  
Houston, Texas 77002
2. Municipal Courts Building  
1400 Lubbock  
Parking Adjudication  
Houston, Texas 77002
3. Southeast Command Station  
8300 Mykawa – Cashier  
Houston, Texas 77048
4. Municipal Courts Call Center  
611 Walker, 3<sup>rd</sup> Floor  
Houston, Texas 77002
5. Linebarger - Collections  
1301 Travis, Suite 425  
Houston, Texas 77002
6. Municipal Courts West Side Command Station  
3201 S. Dairy Ashford – Cashier  
Houston, Texas 77082
7. Municipal Courts North Command Center  
9455 West Montgomery – Cashier  
Houston, Texas 77088
8. Municipal Courts Kingwood  
3915 Rustic Woods,  
Kingwood, Texas 77339
9. Municipal Courts Clear Lake  
2855 Bay Area Blvd,  
Houston, Texas 77058

#### II. Planning and Development Department Sites

1. Management Services  
611 Walker, 6<sup>th</sup> Floor  
Houston, Texas 77002
2. Plat Review  
3300 Main, 1<sup>st</sup> floor  
Houston, Texas 77002

**III. Convention & Entertainment Facilities Department - "CEF Department Sites"**

1. George R. Brown Convention Center  
001 Avenida de las Americas - Event Services - 2nd Floor  
Houston, Texas 77010
2. Wortham Theater Center  
510 Preston, 4<sup>th</sup> Floor  
Houston, Texas 77002
3. Jones Hall for the Performing Arts  
615 Louisiana, Suite 101  
Houston, Texas 77002

**IV. Public Works and Engineering Department – Planning and Development Services Sites**

1. Building Inspections  
3300 Main Street  
Houston, TX 77002
2. Building Inspections  
3825 Dacoma  
Houston, Texas 77024
3. Sign Administration  
2600 Southwest Freeway  
Houston, Texas 77098
4. Office of the City Engineer  
611 Walker  
Houston, TX 77002

<b>Location</b>	<b># of terminals</b>	<b>Floor</b>	<b>Group</b>
3300 Main	14	1	Permit
3300 Main	3	1	Fax Permit Section
3300 Main	1	2	Administration
3825 Dacoma	2	1	Permit Section
611 Walker	1	1	Office of the City Engineer
611 Walker	1	Basement	Office of the City Engineer
2600 Southwest Fwy.	2	6	Sign Administration
<b>Total</b>	24		

**V. Houston Police Department**

Police Academy  
1700 Aldine Westfield (**Transactions**)  
Houston, Texas 77073

**Invoice Payment:**

1200 Travis, 17<sup>th</sup> Floor  
Houston, Texas 77002

**VI. Houston Fire Department**

1. Houston Fire Department - Logistics  
Revenue Division  
1205 Dart St., Suite 113  
Houston, Texas 77007

**VII. Parks and Recreation Department - Park Sites**

1. Sharpstown Park Golf Course  
6600 Harbor Town  
Houston, Texas 77036
2. Brock Park Golf Course  
8201 John Roston  
Houston, Texas 77044
3. Memorial Golf Park  
1001 Memorial Park Loop E  
Houston, Texas 77007
4. Memorial Fitness Center  
6402 Arnot  
Houston, Texas 77007
5. Gus Wortham Golf Course  
7000 Capital Street  
Houston, TX 77011
6. Lee LeClear Tennis Center  
9506 South Gessner  
Houston, Texas 77074
7. Homer Ford Tennis Center  
5225 Calhoun  
Houston, Texas 77021

**VIII. Administration & Regulatory Affairs Department**

1. Commercial Permits & Enforcement  
611 Walker, 2nd Floor  
Houston, Texas 77002

## **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:**

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:**

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

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

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.

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

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one-hundred-eighty (180) days and that the Proposal will comply with the requirements and arrangements in "Section I" of this RFP.

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

4.1 Please provide the number of years experience in managing credit card, debit card, e-check and/or ACH online services.

4.2 List the Integrated Voice Response (IVR) and Integrated Web Response (IWR) companies and programs you currently integrate with to receive payment information.

4.3 Please provide the number of customers you are providing payment processing and gateway processing with a transaction count over 10,000 per month.

4.4 Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.

- 4.5 Describe experience of the firm in providing merchant and gateway services to the public sector.
- 4.6 Provide a list of relevant client references (prefer public sector), including contact persons and telephone numbers. Relevant would include clients with similar types of jurisdictions and transaction size.
- 4.7 How many on line credit card customers has the firm added in the last two years with transaction volumes over 10,000 per month? How many of these customers has the firm lost in the past two years, and why?
- 4.8 Identify the key personnel who would be directly involved in providing services under the engagement. Describe their relationship with the firm, the role they would play in this engagement, their experience (specifically with public sector), and their years of service to the firm.
- 4.9 Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.

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

- 5.1 Provide a detailed description and methodology of the proposed plan for credit card services, 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's intended Scope of Work.
  - 5.1.3 Submit samples of reports which would be provided and describe their frequency and purpose.
  - 5.1.4 Describe the process the firm would go through to assist in identifying fee reduction opportunities.

## **6.0 Proposed Equipment**

Provide complete credit card services description, design, functions, and technical specifications of credit card services equipment that are being proposed for usage.

## **7.0 Financial Statement:**

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 Dunn & Bradstreet Report (or) Federal Tax Forms filed to the Internal Revenue Service (IRS) for the past two years.

## **8.0 Contents:**

- 8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
- 8.1.1 Title Page
  - 8.1.2 Signed and Notarized Submittal Form (Exhibit II)
  - 8.1.3 Letter of Transmittal
  - 8.1.4 Expertise/Experience/Reliability Statement
  - 8.1.5 Organizational Chart, Resumes & Certifications/Licenses of Proposed Key Personnel
  - 8.1.6 Proposed Strategy/Operational Plan
  - 8.1.7 Proposed Equipment (If Applicable)
  - 8.1.8 Financial Statement and Dunn & Bradstreet Reports (or) Federal Tax Forms Filed for Past Two Years
  - 8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit I)
  - 8.1.10 List of Previous Customers and List of Proposed Subcontractors (Exhibit II)
  - 8.1.11 Pricing Form (Exhibit B)
  - 8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
  - 8.1.13 Affidavit of Ownership or Control (Exhibit VI)
  - 8.1.14 Drug Compliance Agreement Attachment "A," and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
  - 8.1.15 Anti-Collusion Statement (Exhibit VIII)
  - 8.1.16 Conflict of Interest Questionnaire (Exhibit IX – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>)
  - 8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
  - 8.1.18 Requested Information Outlined in the Scope of Work and 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.

### 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. 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 Cost	30%
2.1.2 System Functionality	45%
2.1.3 Expertise	10%
2.1.4 Conformity to RFP	10%
2.1.5 MWBE Participation	5%
<b>Total:</b>	<b>100%</b>

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

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

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

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

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

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

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

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

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

**LETTER OF INTENT**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signed (Prime Contractor)

\_\_\_\_\_  
Signed (Minority/Women Business Enterprise)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT "C"**  
**CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS**

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

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director 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 discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20<sup>th</sup> Floor, Houston, Texas



## 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 III  
CREDIT CARD SERVICES PRICING FORM**

1. Provide the fee schedule that would apply to this account. Identify any and all expenses, fees and discounts related to:
  - 1.1 Visa credit card
  - 1.2 Master Card credit card
  - 1.3 Visa debit
  - 1.4 Master Card Debit
  - 1.5 American Express
  - 1.6 Discover
  - 1.7 E-Check
  - 1.8 ACH
  - 1.9 Set-up fees for Merchant Services
  - 1.10 Set-up fees for Gateway Services
  - 1.11 Monthly fees for Merchant Services
  - 1.12 Monthly fees for Gateway Services
  - 1.13 Report fees (initial and ongoing)
2. Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.
3. Please clearly identify reductions in fees that would occur in years 2, 3, 4, etc. if a contract were awarded.
4. Identify any interfaces or other programming requirements for incorporating Merchant Services and Gateway Services into an IVR and IWR, along with costs.

**PRICE FORM PROPOSAL SUBMITTAL:**

**IN ADDITION TO THE REQUIRED SUBMITTAL OF THIS EXHIBIT-III PRICING PROPOSAL, CONTRACTOR MAY ALSO SUBMIT A SEPARATE AND FULLY-COMPLETED "ALTERNATE PRICE SHEET" INCLUDING THE PRICING OUT OF ANY ALTERNATE ITEMS LISTED WITH THIS ORIGINAL PRICE SHEET. WHEN SUBMITTING THIS PRICING PROPOSAL AND/OR ALTERNATE PROPOSALS, REFERENCE ARTICLE 1.0 ON PAGE FIVE OF THE GENERAL INSTRUCTIONS FOR PROPER SUBMITTAL PROCEDURES.**

**NOTE: The City of Houston has established a Merchant Discount Fee of 1.75% through contracts with American Express Travel Related Services Company, Inc. and Discover Financial Services LLC.**

# 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 \_\_\_\_\_

=====

- OR -

- 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.

INSURED

SAMPLE FORM

**COMPANIES AFFORDING COVERAGE**

- .....
- COMPANY A
- .....
- COMPANY B
- .....
- COMPANY C
- .....
- COMPANY D
- .....
- COMPANY E

**COVERAGE'S**

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

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

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

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

DEPARTMENT - PROCUREMENT SERVICES DIVISION

P.O. BOX 1562  
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

# EXHIBIT V

## CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

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

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

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



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Preparer

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

\_\_\_\_\_  
Title

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

8/23/01

## EXHIBIT VI

### CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

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

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

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

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



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

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

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

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

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



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

Form POP-1A

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

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

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

**Routing.** Return this form with your Bid or Proposal.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
E-mail 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)