

City of Houston



Administration & Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S46-T23830

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE:

946-10

SOLICITATION DUE DATE/TIME:

January 6, 2012 at 2:00 P.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

DELINQUENT UTILITY BILL COLLECTION SERVICES

PRE-PROPOSAL CONFERENCE:

Date	Time
December 6, 2012	10:30 A.M.

Location
SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Eric S. Alexander

Name

Eric.alexander@houstontx.gov

E-Mail Address

City Purchasing Agent

12-2-11

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

- 1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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 the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Eric S. Alexander, telephone: 832.393.8704, fax: 832.393. 8759, or e-mail (preferred method to): Eric.alexander@houstontx.gov, no later than December 16, 2011- 5:00 P.M. Central Standard Time (CST). The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) 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 Letters of Clarification sent to Offeror(s).

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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Offeror 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 Offeror 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 Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror 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 secrets to the extent provided by law.
- 5.0 Offeror(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).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror 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 Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), 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 RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **March 1, 2012** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 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 negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the 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.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall 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.

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- 15.0 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.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 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.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 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.
- 21.0 The selected Offeror(s) 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.
- 22.0 After contract execution, the successful Offeror 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.
- 23.0 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.
- 24.0 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 provide 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.

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1.0 INDEMNITY AND RELEASE:

1.1 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.

1.2 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:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR 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 FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR 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 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 SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

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

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

3.0 INSURANCE REQUIREMENTS:

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

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

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
- 3.2.1.1 \$500,000 per occurrence
 - 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
- 3.2.2.1 Amount shall be statutory amount
 - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
- \$1,000,000 Combined Single Limit per occurrence
- Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
- 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
 - 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
 - 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.2.5 Professional Liability (USE IF ONLY If Applicable)
- 3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

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- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 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, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

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

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

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

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

5.0 INSPECTIONS AND AUDITS:

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

5.2 CONTRACT COMPLIANCE

5.2.1 The Department of Public Works and Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service is provided.

5.2.2 Monitoring may take the form of, but not necessarily limited to:

- 5.2.2.1 Site visits
- 5.2.2.2 Testing and sampling of goods and services
- 5.2.2.3 Review of deliveries received for accuracy and timeliness
- 5.2.2.4 Review of permits, certifications and/or licenses
- 5.2.2.5 Review of contractor's invoices for accuracy

5.2.3 The responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Department of Public Works and Engineering.

5.3 POST AWARD MEETING LANGUAGE

5.3.1 Once the contract has been approved by City Council, PW&E reserves the right to schedule a Post-Award meeting with the successful vendor and PW&E End Users. The meeting will include representatives from Procurement, PW&E Contact Management, Accounts Payable, and others as deemed appropriate.

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6.0 INTERPRETING SPECIFICATIONS:

6.1 *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 Offeror(s) 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.*

6.2 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 Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

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

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor 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 shall make good faith efforts to award subcontracts or Supply Agreements in at least 15% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

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

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 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 into 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.
- 3.2 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.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) 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.

6.0 HIRE HOUSTON FIRST:

- 6.1 Designation as a City Business or Local Business

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6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

6.1.3 Submit the completed application as directed on the form, or submit a signed original affidavit with your bid.

6.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative-- Pursuant to Chapter --- of the Local Government Code**

6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

7.0 **PROJECT ADMINISTRATION:**

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 **PROCUREMENT TIMELINE/SCHEDULE:**

8.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	December 2, 2011
Pre-Proposal Conference	December 6, 2011
Questions from Proposers Due to City	December 16, 2011
Proposals Due from Offeror(s)	January 6, 2012
Notification of Intent to Award (<i>Estimated</i>)	January 25, 2012
Council Agenda Date (<i>Estimated</i>)	February 15, 2012
Contract Start Date (<i>Estimated</i>)	March 1, 2012

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DEFINITIONS

As used in this RFP, the following terms shall have the meanings or shall be calculated in the manner set out below:

"Account/Accounts" means any outstanding fees, fines, penalties, or other charges for City service, owed by a customer that are referred to the Contractor for collection

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"Business Day" is used to describe Monday through Friday, 8 a.m. – 5p.m excluding official City of Houston Holidays.

"City of Houston", "Houston", "City", and "COH" are used interchangeably and refer to the public entity that is seeking proposals for a new Delinquent Collections Contract.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"City Contract Administrator" means the Director of the City's Administration and Regulatory Affairs Department or his/her designee and shall have the authority to act on behalf of the City within the boundaries of the contract.

"Collection System" means a computerized system-including but not limited to functional specification, notice and forms, telephone scripts, database design, transaction coding structures, underlying methodology, software implementation and all other documents and things created, developed and/or used in connection with the performance of this Agreement for collection of Accounts. Also referred to as WCIS.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

Contract Technical Representative (CTR) - the person responsible for the technical aspects of a service contract; evaluates performance, handles scheduling, and services performed, recommends payment and has the primary responsibility to ensure payment is made upon successful completion of the job.

"Customer" means individual named on an Account.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Drainage" refers to ReBuild Houston initiative to pay for drainage and street infrastructure.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Fiscal Year" refers to the City of Houston financial year that is July 1st through June 30th.

"Governing Body" means the Mayor and City Council of the City of Houston.

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“Mailing Noticing System” means an automated noticing method that meets or exceeds industry standards as established by the United States Postal Service for processing all mail notices required by this Agreement, capable of printing the notice, folding and inserting the notice into an envelop, applying appropriate postage and delivering the notices to an appropriate US Post Office for mailing in compliance with all applicable US Postal Regulations.

“Master File Accounts” means Account data files submitted by the City to the Contractor and maintained by the Contractor under the terms of this Agreement.

“Notice to Proceed” means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

“Proposer” is used to describe the individual and/or organization who are responding to this RFP.

User Department Representative (UDR) - means the City’s representative of the Director of the Department assigned to administer the day-to-day activities of the Contract.

“Utility Billing Collection Services” and “Services” refers to the complete collection process that makes up the final, delivered services.

UCS – refers to the division of Public Works known as **Utility Customer Service**

“Water Customer Information System” also known as WCIS refers to UCS’s mainframe application used for all recordkeeping and billing.

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1.0 INTRODUCTION

- 1.1 The scope of work outlines the services the City expects the Contractor to provide during the contract term. Contractor responses should clearly identify their project management approach to the implementation and support of the Delinquent Collections Contract. The City of Houston reserves the right to select services from more than one proposer in whole or in part.
- 1.2 Utility Customer Service (UCS) provides billings, credit, collections, and all meter-associated services to approximately 512,000 water wastewater utility, and drainage customers within the City of Houston. UCS bills in excess of \$700,000,000 annually with a historical collection rate of 99%. However, with the downturn in the economy, the collection rate has decreased to 98% in FY 2010. The City of Houston has approximately \$31M in outstanding debt dating from 2000 to 2010.
- 1.3 Utility Bills are delinquent if payment has not been made within 20 calendar days. The Department Representative will designate which types and amount of delinquent bills that have not been resolved within 180 days to be turned over to the Contractor for collections. These accounts will include, but are not limited to those which are in final bill status and no payments have been made for more than 60 days after final billing and open accounts for which service has been terminated for non-payment. Accounts supplied to the Contractor will include those which were reported to a credit bureau and remain unpaid; as well as accounts that have never been reported to any credit bureau. The City will not report delinquent bills to any credit bureau for collection pursuant to this contract.
- 1.4 Utility Customer Service (UCS) employs hearing officers to provide an informal, administrative hearing for customers contesting their water/sewer and drainage bills. Collection efforts on disputed amounts will be held in abeyance until decision of hearing officer is obtained.

2.0 POLICIES AND PROCEDURES

- 2.1 The services provided should help enforce UCS policies and procedures. Chapter 47 of the City of Houston Code of Ordinances provides additional detail on business requirements (See www.houstontx.gov/codes/index.html). All services provided must be in compliance with the City of Houston Code of Ordinances, all state and federal debt collection laws, rules and regulations.
- 2.2 All telephone contacts made and correspondence used by the Contractor must comply with applicable federal, state and local laws.

3.0 COLLECTION SERVICES REQUIREMENTS

- 3.1 The specifications listed below and in the attached Appendix A and B is a detailed listing of each functional requirement the City expects the Delinquent Utility Bill Collection Services Contract to satisfy and are the minimum requirements for this project. However, the guidance outlined in the RFP is not intended to preclude Offeror from recommending alternative solutions or approaches offering comparable or better performance or value to the City.
- 3.2 The services must be a fully integrated delinquent Utility Bill collection service that will incorporate a relational database and have web based technology capabilities, allowing the City online access to real time reporting and ad-hoc queries.
- 3.3 The services, at a minimum, must provide the ability to track and manage customer communications and payments. The database shall be easy to use and ability to perform searches, information updates, queries, and advanced reporting.
- 3.4 The services must be based on a Utility Bill collection business model and focus on common elements and relationships present in all Utility operations.

4.0 ACCOUNTS

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- 4.1 For all accounts, the Contractor shall implement all services described herein including, but not limited to:
- 4.1.1 Notice mailings
 - 4.1.2 Address and telephone number research
 - 4.1.3 Phone contact efforts
 - 4.1.4 Payment collection and processing of all charges and fees for uncontested Bills
 - 4.1.5 Written correspondence to Customers
 - 4.1.6 Providing management information and reports
 - 4.1.7 Providing all necessary equipment, facilities and communications
 - 4.1.8 Personnel and administrative support
 - 4.1.9 Providing all necessary software programs
 - 4.1.10 Providing security, insurance
 - 4.1.11 Managing all inquiries and correspondence
 - 4.1.12 Utilize traditional and non-traditional methods of collection
 - 4.1.13 Postage
 - 4.1.14 Email/Fax efforts
 - 4.1.15 Bankruptcy research
 - 4.1.16 Reporting/updating customers to all major credit bureaus
 - 4.1.17 Providing all necessary software programs and updates
 - 4.1.18 Litigation for approved accounts
- 4.2 The Contractor shall maintain records of all services provided in a Master File accessible by designated City of Houston employees.

5.0 REQUIRED PROCESSES AND STANDARDS

- 5.1 The Contractor shall maintain the following processes and work plan description at all times. It is recognized by the Parties that these processes and work plan represent the minimum efforts required of the Contractor and that the Contractor may, at its option, perform collection efforts in addition to, but not inconsistent with these required processes and standards.
- 5.2 The Contractor's computer system must be able to interface with the UCS' current Water Customer Information System to allow for daily uploads and downloads. Contractor must be able to explain and document how this interface will occur.
- 5.3 All expenses for notices, telephone calls, postage and other services performed by the Contractor shall be paid by the Contractor at its sole expense.
- 5.4 **Customers Identification and Address Research**
- 5.4.1 The City will make an attempt to locate the customer. However, it is the Contractor's responsibility to contract with a vendor to locate the customer and to also pass that information back to the City on a daily basis.
 - 5.4.2 Internal Search; Contractor shall search its existing database to determine if an address and telephone number of the Customer exists.
 - 5.4.3 National Change of Address (NCOA) Submission; Prior to mailing any of the notices pursuant to the Agreement, the Contractor shall submit the proposed mail file for NCOA. If a new address is indicated by the NCOA submission, the Contractor shall mail notices to the new address obtained from NCOA. The Contractor shall provide the NCOA confirmed address to the City on a daily basis via methods defined by Utility Customer Service I.T. staff.
 - 5.4.4 **Skip-tracing.**
For any account for which mail has been returned or an incorrect party contacted by phone, the Contractor shall initiate skip-tracing procedures to locate a valid mailing address and phone numbers. The Contractor will determine the service(s) to be used for this purpose until all leads are exhausted. The Contractor will provide a detailed listing a minimum set of criteria proposed and agreed to by the City of methods used which should follow widely accepted industry standards. The Contractor will provide both the located current address and current

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phone number of a Customer, the information is to be provided to the City on a daily basis via methods approved by Utility Customer Service I.T. staff.

5.4.5 Some files may be referred to the contractor solely for skip-tracing of valid mailing address and phone number. The files that are referred solely for skip-tracing; the Contractor shall not begin any collection efforts on any utility bill and no commission will be paid on collection of these accounts. These files will be completed as a quality contact, and paid if customer contact is successfully made with the information provided by the contractor. The Contractor will provide both the located current address and current phone number of a customer, the information is to be provided to the City on a daily basis via methods approved by Utility Customer Service I.T. staff.

5.4.6 **Acquisition of Telephone Numbers**

Some files may be referred to the contractor solely for locating a valid telephone number. The files that are referred solely for phone number; the contractor shall not begin any collection efforts on any utility bill and no commission will be paid on collection of these accounts. These files will be completed as a quality contact, and paid if customer contact is successfully made with the information provided by the contractor. Once a new telephone number is located and the file is updated. The Contractor will provide the current phone number of the customer. The information is to be provided to the City on a daily basis via methods approved by Utility Customer Service I.T. staff.

5.5 **Mail Notices**

5.5.1 Frequency of Notices. The Contractor at a minimum shall send three written notices according to the following schedule with respect to each Customer for which there is an address (which address has not been previously returned):

5.5.1.1 Within seven (7) Business Days of Initial assignment of an Account

5.5.1.2 Within twenty-one (21) Business Days, of initial assignment of an Account

5.5.1.3 Within forty-five (45) Business Days of initial assignment of an Account

5.6 **Form and Content of Notices**

The form, content, and mailing sequence of all notices shall be reviewed and approved by the Director prior to implementation. The Contractor must develop notices in both English and Spanish, duplex printing. If the City has provided all necessary information and approved the requisite forms, notices shall include a payment stub with an OCR scan line that provides the required information to all for off-site payment processing.

5.6.1 **Returned Notices**

The Contractor, upon receipt of any notices that are mailed and returned because of incorrect information, shall obtain appropriate address and phone number prior to resuming noticing efforts. The Contractor shall maintain Customer contact history and all address and telephone number updates electronically, on a daily basis.

5.6.2 **Noticing Scheme Modifications**

The Director, at his or her sole discretion, may modify form, content, sequence, number and timing of notices that are mailed to Customers. Any modification(s) shall be implemented no later than ten (10) Business Days after receipt of written instructions from the Director.

5.6.3 **Noticing record.**

The Contractor shall maintain and provide monthly performance reports within 15 days of the end of each month. The performance reports must provide noticing detail regarding each stage of the collection process. The format for this noticing records performance report must be approved by the Director. The Contractor shall maintain complete documentation, in a manner approved by the Director, of all noticing activity undertaken and shall provide the Director with such documentation monthly. The Contractor shall include samples of all performance reports.

5.7 **Telephone Efforts and Contacts**

5.7.1 Frequency of Telephone Efforts for Delinquent accounts. The Contractor shall attempt to contact Customer not less than six (6) times on six separate days and at different times. The intention is for the Contractor to continue to locate the Customer to encourage him/her to resolve their outstanding debt. The Contractor upon reaching a

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Customer shall make every effort to collect the delinquent amount owed. The Contractor must complete these telephone efforts within forty-five (45) days of the assignment of the account from the City. The Contractor must maintain Spanish speaking staff to assist Hispanic customers. The Contractor shall provide a toll free phone line to assist customers in resolving their delinquent bills; this phone number must be provided on all forms and correspondence and adhere to Local, Federal and State laws. The hours of operation must be described in detail to the City as well as to the public. An answering machine must be provided during non staffed hours. The Contractor must also provide an email address for assistance.

5.7.2 Special Instructions and Constraints; Any telephone contact between Contractor and the public must be limited to Monday through Saturday between the hours of 8 a.m. and 7 p.m. of the time zone for the person being called. Complaints received from the public must be maintained in a database and both the complaint and the resolution must be provided to the Director as part of the invoice process.

5.7.3 Telephone Efforts and Contact Performance Report; A monthly performance report regarding telephone contact per delinquent bill designee must be submitted.

5.8 **Non-traditional Collection Efforts**

The Contractor must provide specific examples of non-traditional collection efforts that would be implemented. Examples of non-traditional efforts include advertising, public awareness campaigns, outreach, etc.

5.9 **Litigation**

The Contractor may litigate civil cases with the written consent of the City Attorney and Director, and follow the guidelines as set-forth in Administrative procedure A.P. No. 4-4 Revised June 15, 2011 (see Attachment A-1_ posted to the City of Houston e-bid site)

5.10 **Credit Bureau Reporting**

At least 30 days before submission of a delinquent debtor data to a credit bureau, the debtor must be notified in writing of the following: (1) that payment of the claim is overdue; (2) that, not less than 30 days after sending the notice, the City intends to disclose to a credit bureau that the person is responsible for the claim; (3) the specific information to be disclosed to the credit bureau; and (4) of the rights the person has to complete explanation of the claim and to dispute information about the claim.

6.0 **PERFORMANCE STANDARDS**

6.1 **Liquidated Damages for Failure to Perform Required Processes**

The Contractor agrees and acknowledges that performance of this Agreement can be measured in both increased account resolution, increased revenue and can partially be measured by the level of effort provided by the Contractor through both written communication and telephone contact efforts. The Contractor shall on a monthly basis provide a report of detailing its collection efforts by account. A failure to perform the required processes as set out in Section 5, above will result in damages to the City that are difficult to quantify. Therefore, the Contractor will agree to pay the City liquidated damages for failure to perform these processes which shall be determined during contract negotiations and will be based upon the percentage of the required processes actually performed.

6.2 **Pricing Structure.**

The pricing structure for the services provided will be based on meeting agreed upon performance requirements. The Contractor must provide pricing based on the following criteria:

- Meeting proposed letter strategy as outlined in 5.5
- Meeting proposed call strategy as outlined in 5.7
- Expected \$'s collected as a % of \$'s assigned – tiered by age of delinquency both for current and historic receivables
- Successful skip tracing as outlined in 5.4.4

The Contractor, as part of this RFP, should also propose an alternate pricing structure based on meeting specific financial and operational performance measures.

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6.3 **Reporting on Required Processes**

The Contractor shall submit monthly all required performance reports and show the Contractor's activities with respect to the required processes and the percentage of the compliance for each as set out above. The report will be in a form to be agreed upon by the Director and the Contractor. Any training of staff required to understand these reports shall be provided and the cost to do so shall be included in the agreed price. Contractor shall provide the name of a contact for use by City staff when questions arise. The reports that provide performance metrics as to required processes shall be a part of the invoice process.

7.0 **PAYMENT PROCESSING AND COLLECTION PROCESS**

- 7.1 The selected Contractor must provide proof of PCI Compliance. The Contractor shall properly provide a process for all credit card payments, electronic check payments, or other forms of electronic payments used by the Contractor's telephone collection staff. All payments must be processed immediately and reported in real time. The criteria and the process for this transaction detail shall be approved by the City.
- 7.2 Contractor shall/may not initiate legal proceedings on an account without prior authorization by UCS. All attorney fees, court costs and other expenses incurred with legal collection proceedings authorized by UCS shall be borne by the Contractor
- 7.3 Accounts may not be compromised by the Contractor; however, Contractor may enter into payment arrangements with customer not to exceed 6 months without prior approval of UCS. It is the intent of the City that the Contractor work with cooperative customers who enter into and comply with the terms of a payment agreement. Such accounts shall not be referred to the credit bureaus unless the customer fails to make payments in accordance with the agreement.
- 7.4 Contractor will be required to submit to UCS regular monthly remittances and statements no later than fifteen (15) days following the month of collection. Contractor shall provide a list of accounts and the amount paid to support the monthly remittance. It is the goal of the city to process payment within 30 days of receipt of an approved statement.
- 7.5 Records developed as a result of an agreement are UCS records and subject to access, scheduling, audit, and disposition approved by UCS.
- 7.6 Contractor agrees to return to UCS, at no charge, accounts referred by mistake.
- 7.7 UCS shall not pay any fee based upon a collection resulting from a UCS initiated collection action which shall include, but not necessarily be limited to, garnishment, levy, or lien.
- 7.8 All records pertaining to accounting operations of the Contractor shall be open for inspection and/or audit by the City at any or all reasonable times.
- 7.9 At the request of the City, Contractor shall meet with the City and review each invoice, explain charges, discuss problems, and mutually agree on courses of action which may be required to provide improved control and/or service.
- 7.10 Contractor's accounting control and records of reported collection service shall be used as the basis to verify charges payable to the Contractor.
- 7.11 **Success of Proposed Collection Techniques**
The Director reserves the right to review at any time and approve or disapprove any collection techniques that are proposed by the Contractor.
- 7.12 **Documentation of Collection Efforts**
The Contractor shall provide documentation of all collection reports and logs, and other records that are subject to review by the Director for performance standards.

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7.13 **Return of Uncollected Accounts**

The Contractor shall return to the City all accounts that remain uncollected 12 months after they are received by Contractor.

7.14 **Ability to Recall Debt Placed**

Debt belonging to customers requesting new service who have a prior debt which has been referred to the agency, will be recalled, and all agency attempts are to cease. Additionally, the City will owe no fee for any collection work done after the date of connection.

8.0 **CONTRACTOR SERVICE LEVELS**

8.1 **PROJECT ADMINISTRATION**

8.1.1 The Contractor shall designate a Project Manager who shall be the City's primary point of contact during the term of this contract. The Project Manager shall provide a project plan for implementation and thereafter shall ensure that a detailed monthly production schedule is provided to include, but not limited to, report generation, transaction cut-off periods and notice mailing.

8.1.2 The Contractor shall provide to the Director one contact person who will make themselves available to meet operational discussions and attend at minimum quarterly meetings to review performance

8.2 **System Compatibility**

8.2.1 The Contractor shall ensure that it can transmit to and receive delinquent account information on a daily basis. As the City provides account information to the Contractor, the Contractor shall update its relational database on a daily basis with the transaction detail provided by the City. Any issues or concerns regarding this upload must be reported to the City immediately and the Contractor must address any technical difficulties

8.2.2 The Contractor shall create and transmit to the City via methods approved by Utility Customer Service I.T. staff on a daily basis, information including, but not limited to, any updated identification of delinquent party location/contact information, and payments received by the Contractor in its collection efforts.

8.3 **Database Access**

8.3.1 The Contractor shall provide, at no cost to the City, real time online access for up to ten persons designated by the Director to Contractor's database of City accounts. This includes the ability for the City to obtain real time reports, develop ad-hoc queries, and easily export the City's data into various electronic formats such as Excel, CSV, or text delimited. In addition, the Contractor shall continue to provide access to all information related to the City for the entire duration of the Agreement. The Contractor shall provide an electronic copy of all the City's information upon termination of this Agreement.

8.3.2 The Contractor shall provide the capability for the City to access online all payment processing information as well as noticing, payment, disposition activities and the corresponding dates of such activities. Contractor shall also provide training to Utility Customer Service staff on Contractor's processing system.

8.4 **Management Information System**

The Contractor shall perform all computer programming that is necessary to generate the electronic or written reports that are required by the Director for the execution and monitoring of Contractor's performance. The Director will specify the types and specifications for performance reports. Unless otherwise provided, the Director may, at their sole discretion, modify or enhance Contractor's reporting requirements at anytime during the Agreement term upon ten (10) Business Days advance written notice to the Contractor.

8.5 **System Documentation**

The Contractor shall provide the Director with complete user documentation of all system flows, processing functions, and procedural and system controls for all payment processing activities for which the Contractor is responsible. This documentation shall, at a minimum, include:

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- 8.5.1 Copy of all telephone scripts
- 8.5.2 Policy and Procedures for handling citizen complaints
- 8.5.3 Copy of Contractor's training manuals
- 8.5.4 The manner in which all processing functions are carried out
- 8.5.5 The interrelationships or interfaces between the various sub-systems
- 8.5.6 A functional organizational chart
- 8.5.7 The locations at which such functions are carried out
- 8.5.8 The timing for the carrying out of each function

8.6 System Modifications and Back-up System

- 8.6.1 The Contractor shall prior to making any enhancements or modifications to the systems and procedures, receive approval from the Director and forward relevant documentation within two (2) Business Days of the implementation of such enhancements or modifications.
- 8.6.2 The Contractor shall have or create complete back-up systems and capacity for all systems including hardware, software, communication lines, and other equipment. The Contractor shall retain sufficient back-up files so that reconstruction of all payment processing activities can be accomplished for audit purposes and emergency situations.

8.7 System Enhancements / Failures / Terminal Uptime

- 8.7.1 Contractor shall be solely responsible for its costs in implementing any necessary interface requirements due to the City's acquisition or development of any new Customer Information System.
- 8.7.2 The Contractor shall provide to UCS, immediately upon discovering system failure or programming error, information detailing causes for the system failure. The Contractor shall satisfactorily correct, within two (2) Business Days, at no cost to UCS, all Contractor's hardware or software malfunctions and other Contractor's errors.
- 8.7.3 In instances of repeated system failures, the Director shall at their sole discretion, and at no additional cost to UCS, require that the Contractor provide on-site technical support on a full-time basis until the problem is permanently corrected.
- 8.7.4 The Contractor shall complete the repair or replacement of any hardware device that fails to perform in accordance with Director's approved specifications with four (4) hours of receipt of notification of malfunction from the UCS (plus normal local travel time).

9.0 Site Inspection and Access

- 9.1 To assure compliance with any Agreement term and conditions, the Director shall have the right to enter Contractor's premises during normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.
- 9.2.1 The Contractor shall assure the Director shall have access during normal business hours to any books, documents, records, tapes and papers retained by the Contractor which the Director determines are pertinent to making an audit or examination.

10.0 General Provisions and Requirements

10.1 Maintenance of Local Office

The Contractor must maintain a local office within the City limits of Houston, Harris County, Texas.

10.2 Ownership of Information

- 10.2.1 All information and data acquired by the Contractor from UCS or from others at the expense of or through the participation of UCS in the performance of the services under this Agreement shall be and remains the property of UCS.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S46-T23830

10.2.2 The Contractor must use this information and data only as required in the performance of services required by the Agreement, and shall not, before, during or after the term of this Agreement, otherwise use, copy or reproduce, sell or distribute the information in any form, except pursuant to the written instructions and authorization by the Director.

10.2.3 The Contractor must return the information to UCS promptly at the request of the Director on magnetic tape or in a medium or format determined by the Director.

10.3 **Secondary Collection Agency**

10.3.1 The Director shall have the right to review and approve the use of any support agencies, secondary (Subcontractor) collection techniques, services or Subcontractor agencies used. The Subcontractor collection agency used by the Contractor must be approved by the Director and subject to the same standards, limitations and restrictions as the Contractor. It is the Contractor's responsibility to assure that the Subcontractor operates within the terms of this Agreement. The Contractor must report to UCS on a monthly basis all accounts referred to Subcontractor for collections.

11.0 **Responsibility for Costs**

11.1 **General Expenses**

The contractor shall be responsible for all costs necessary to execute the work plan as detailed in the Agreement, including but not limited to, the cost of notices (including printing, folding, stuffing and postage), all telephone charges (including any long distance changes), skip tracing or address research/search charges, and advertising or public relations costs incurred.

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PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-T23830

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. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

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

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

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

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 Offeror; 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 stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide an organizational chart of proposed team or staff for this project.

4.2 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.3 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

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

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

6.0 PROPOSED EQUIPMENT:

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

7.0 FINANCIAL STATEMENTS:

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

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-T23830

8.0 OPERATIONAL REQUIREMENTS (APPENDIX A)

- 8.1 It is the purpose of this Request for Proposal to obtain complete data from each Offeror to enable the City to determine which Offeror r(s) can best serve all of the criteria which are to be considered in the award of this contract. To this end, each Offeror shall furnish a complete description of capabilities in the field of collection agency service operations as part of the proposal package. Included shall be the following:
- 8.1.1 Name and address of operating company.
 - 8.1.2 History of your agency, key members of management/collection team, including the makeup of the agency and any experience with municipal/government accounts.
 - 8.1.3 Provide a list of geographic territories in which your agency has collections.
 - 8.1.4 The duration and extent of service experience.
 - 8.1.5 Evidence of the Proposer's ability to work with other governmental units from past or present experience. A list including phone numbers and addresses of contacts of other governmental units for whom the Contractor presently collects shall accompany the proposal. If none, so indicate.
 - 8.1.6 Please specify your calling hour practices, (i.e. 7:00 a.m. until 9:00 p.m.)
 - 8.1.7 The designation of a single office and one individual of the agency who shall be responsible for the account of the Utility Customer Service.
 - 8.1.8 It is expected that although many company branches may process accounts for the UCS, one person shall be available for contact in the event of any problems with the operation of the agreement.
 - 8.1.9 UCS reserves the right to require a change in the individual assigned to represent the Offeror if the assigned representative is not serving the needs of UCS in an acceptable manner. This right shall carry forward through the response period and, with the successful Offeror r, during the term of the Contract.
- 8.2 An overview of the collection system utilized by the Offeror in respect to the following conditions:
- 8.2.1 The extent to which collection attempts shall be made based on the dollar value of the account and the type of attempt that shall be made (i.e. collection letter, telephone contact, litigation, etc.).
 - 8.2.2 Method of documenting collection attempts and also reliability on the part of the Offeror's management that such attempts are actually being made.
 - 8.2.3 Extent to which accounts shall be "skip-traced". Indicate varying procedures based upon varying dollar value of account.
 - 8.2.4 Detailed samples of the kinds of reports provided to other government units on an account-by-account basis (i.e., detailed activity from period to period). If none, so indicate.
 - 8.2.5 Detailed samples of reports provided to other government units which summarized monthly and yearly collection activity and results. If none, so indicate.
- 8.3 Please specify whether UCS can access account information via the internet.
- 8.4 A statement indicating whether or not the Offeror is willing to service UCS if one or more other agencies are also providing similar service. Accounts shall be placed with the awarded contracting agencies at the UCS' discretion.
- 8.5 Whether litigation capability exists within the Offeror r's company or whether litigation is to be handled on a referral basis. The Offeror shall provide information illustrating the procedures normally employed by the

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-T23830

company's attorneys in the collection process. Litigation procedures are subject to approval by the City of Houston's Legal Department and/or City Council Members.

- 8.6 Policy or procedures on complaint handling.
- 8.7 Samples of all reports, forms, correspondence and telephone scripts to be used for collection.
- 8.8 A flow chart of the collection process including the internal interaction between the Contractor and the City.
- 8.9 A fee schedule is required for the full servicing of the accounts, including litigation. This fee structure should take into account the probability that the value of accounts shall range upward from \$100.00. If the fee depends on volume or value of the accounts, the procedures for determining such fee must be provided.
- 8.10 A statement furnishing the name of insurance carrier and liability limited. The City will require being named as an additional insured (See Insurance Requirements, General Terms, Section 3.0).
- 8.11 Such other information including any unique services offered as the Offeror deems pertinent for consideration by UCS.
- 8.12 The Offeror shall furnish and include the above data with the Proposal. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or cancellation of resulting contract(s).
- 8.13 The Offeror will be required to introduce themselves at any public meetings requested.
- 9.0 TECHNICAL SPECIFICATIONS QUESTIONNAIRE (APPENDIX B.)**
- 9.1 TECHNOLOGY/SYSTEMS**
- 9.1.1 Provide a detailed list of systems and technology and how they will be used for either Skip Tracing or collection activities
- 9.2 SECURITY**
- 9.2.1 Please describe all systems area security measures? Describe security of data (is it encrypted).
- 9.2.2 Please describe if office is secured with security cameras, security entry system, visitors sign in?
- 9.2.3 Please describe Disaster Recovery Plan?
- 9.2.4 Please state if firm is Red Flag Compliant as defined by the Federal Trade Commission?
- 9.3 COLLECTION PROCESS & PROCEDURES**
- 9.3.1 Please describe Offeror skip tracing techniques you use.
- 9.3.1.1 When is Offeror skip tracing performed? What is the turnaround time?
- 9.3.1.2 Which skip tracing services does Offeror utilize? Please give the primary skip tracing service, with name of company and software.
- 9.3.1.3 List all skip tracing services that will be used for COH accounts.
- 9.3.2 What qualifies accounts for Payment Arrangements (PA)? What are the guidelines? Who approves? How are broken PA's handled?
- 9.3.3 What is Offeror penetration percentage per day on average?

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-T23830

9.4 CUSTOMER SERVICE REPRESENTATIVE (CSR) INFORMATION

- 9.4.1 Would Offeror reps handle calls for multiple companies or would they be dedicated to City of Houston calls?
- 9.4.2 What is Offeror ability to increase or decrease staff according to campaigns or regulations?
- 9.4.3 Are Offeror representatives well versed in utility industry terminology?
- 9.4.4 What languages does Offeror call center support?
- 9.4.5 What is the average tenure of Offeror employees?
- 9.4.6 What is Offeror CSR turnover ratio?
- 9.4.7 What is Offeror employee attrition rate? (% per month and year)
- 9.4.8 Does Offeror perform background checks on all its agents? If yes, list checks performed.
- 9.4.9 Is there a minimum education level for Offeror CSRs?
- 9.4.10 Please describe in general Offeror associate compensation structure (i.e. Base Salary vs. Bonus/Commissions).
- 9.4.11 Has Offeror provided Collection Services to other Cities in similar size and scope as the City of Houston, if so, please list?

9.5 QUALITY ASSURANCE

- 9.5.1 Provide an outline of Offeror quality control process.
- 9.5.2 For Quality Control purposes, provide remote monitoring of agents? Would the City have access to that information?
- 9.5.3 How does Offeror ensure consistency with all call center staff regarding critiquing and scoring CSR monitoring sessions?
- 9.5.4 How does Offeror gauge customer satisfaction?
- 9.5.5 How often are CSR's monitored?
- 9.5.6 How often are performance reviews done for each agent?
- 9.5.7 Please provide an overview of customer escalation process.

9.6 TRAINING

- 9.6.1 Please discuss the proposed training plan for implementing the account.
- 9.6.2 Please discuss continuing training procedures and how are they determined.
- 9.6.3 is Offeror agents FDICPA, FCRA compliant?

9.7 REPORTING

- 9.7.1 Please provide examples of the various off-the-shelf reporting capabilities Offeror can provide as part of this RFP.
- 9.7.2 Is management information system capable of providing real-time reports?
- 9.7.3 Please list capability to generate additional customized reports and submit relevant examples.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S46-T23830

9.7.4 What is Offeror report delivery standards?

9.8 COMPLIANCE

9.8.1 Would Offeror permit a third party on behalf of City of Houston to audit your company's operations for compliance with City of Houston's policies and procedures?

9.8.2 Does every CSR sign a confidentiality agreement or non-disclosure statement before becoming a part of Offeror company?

9.9 PRICING & PAYMENT TERMS

9.9.1 What is Offeror company's preferences for charging for your services? (i.e. per productive hour, % collected, per call, per full time equivalent, etc.)

9.9.2 What additional costs other than labor would Offeror anticipate? (including any setup fees, ongoing fees, workstations, computers, training, management, etc.)

9.9.3 Does Offeror include telecommunication costs in pricing? If not, what are the costs?

9.10 IMPLEMENTATION

9.10.1 Identify information Offeror will need from the City to optimize the efficiency of an implementation - includes data requirements, process document and other related materials.

9.10.2 Identify key implementation activities that are the most critical, and are the most time-intensive to execute.

9.10.3 Provide timetable for completing the implementation in each of location.

10.0 CONTENTS:

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

10.1.1 Title Page

10.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

10.1.3 Letter of Transmittal

10.1.4 Expertise/Experience/Reliability Statement

10.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

10.1.6 Proposed Strategy/Operational Plan

10.1.7 Proposed Equipment

10.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years

10.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

10.1.10 List of References and List of Proposed Subcontractors (Exhibit I)

10.1.11 Pricing Form/Fee Schedule (Exhibit III)

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S46-T23830

- 10.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
- 10.1.13 Affidavit of Ownership or Control (Exhibit VI)
- 10.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 10.1.15 Anti-Collusion Statement (Exhibit VIII)
- 10.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 10.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
- 10.1.18 Hire Houston First Affidavit (Download Copy at http://purchasing.houstontx.gov/solicitation_forms.html)
- 10.1.19 Requested Information Outlined in the Scope of Work, Appendix A and B and Other Additional Relevant/Supporting Information or Alternate Proposals

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EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S46-T23830

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or 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 Offeror(s) to create, modify and implement the required application modules. The Offeror(s) 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 Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Proposed Strategy and Operational Plan	25%
2.1.2	Expertise/Experience/Qualifications	25%
2.1.3	Conformance to RFP Requirements	5%
2.1.4	Financial Strength of Offeror	10%
2.1.5	Financial Impact to the City	30%
2.1.6	M/WBE Participation	5%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S46-T23830**

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S46-T23830

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)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO.: S46-T23830

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: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S46-T23830**

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S46-T23830

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

TITLE

EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S46-T23830

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 Office of Business Opportunity. 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 & 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)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S46-T23830

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 Office of Business Opportunity (“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 Office of Business Opportunity.
 - 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 Office of Business Opportunity 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 MBE’s 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 Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S46-T23830**

To comply with the Terms & 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 in this Solicitation:

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

=====CANCELLATION=====

J. D.

NON-RENEWED

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

J. D.

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

J. D.

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

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

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

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S46-T23830

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 **30** 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

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S46-T23830

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

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

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

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

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

COVERAGE'S

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

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

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
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 – STRATEGIC PURCHASING DIVISION
P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: S46-T23830

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% of 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.

EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S46-T23830

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: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S46-T23830**

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.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S46-T23830

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§

COUNTY OF _____

§

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S46-T23830

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] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-T23830

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

SOLICITATION NO.: S46-T23830

- (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.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S46-T23830**

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

**EXHIBIT VII – ATTACHMENT “B”
DRUG POLICY COMPLIANCE DECLARATION
SOLICITATION NO.: S46-T23830**

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

_____ (Contractor)
(Name of Company)

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

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

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

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

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

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

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

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

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

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

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

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: S46-T23830**

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
SOLICITATION NO.: S46-T23830

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
SOLICITATION NO.: S46-T23830

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

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

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

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

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

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

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

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S46-T23830

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S46-T23830

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S46-T23830

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S46-T23830



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

