

City of Houston



Administration &
Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S37-T24005

**STRATEGIC
PURCHASING DIVISION**
**"PARTNERING TO
BETTER SERVE
HOUSTON"**

NIGP CODE:

928-47

**SOLICITATION DUE
DATE/TIME:**

September 23, 2011 at 1:00 P.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

**FLEET/VEHICLE AND EQUIPMENT MAINTENANCE
SERVICES**

**PRE-PROPOSAL
CONFERENCE:**

<i>Date</i>	<i>Time</i>
08-31-2011	9:00 A.M.

<i>Location</i>
Technical Services Division, Conference Room No. 113A, 18600 Lee Rd., Houston, Texas 77338

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.

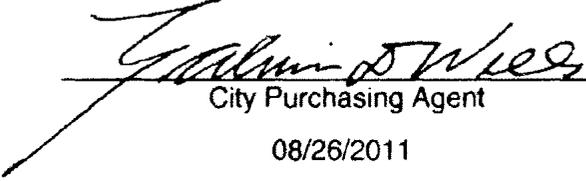
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Joyce Hays

Name

Joyce.hays@houstontx.gov

E-Mail Address



City Purchasing Agent

08/26/2011

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S37-T24005

1.0 SUBMITTAL PROCEDURE:

- 1.1 Two (2) printed copies of the Proposal, including one (1) printed original signed in BLUE ink, and ten (10) additional PRINTABLE 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/CD Roms 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.
- 3.2 Site visit for George Bush International Airport (IAH) will start at 18600 Lee Road, Humble, Texas 77338 after the pre-proposal conference. Transportation to George Bush International Airport will be provided by the City. Contractors are required to have valid identification card for security clearance when making the site visit. Contractors shall be responsible for the transportation to William P. Hobby Airport (HOU) and Ellington Airport (EFD). Although the site visit is not mandatory, Contractors are responsible for obtaining the information discussed at the site visit.

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, Joyce Hays, telephone: 832.393.8723, fax: 832.393.8759, or e-mail (preferred method to): joyce.hays@houstontx.gov, no later than **Monday, September 5, 2011 at 4:00 p.m.** 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:

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S37-T24005

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).

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.

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.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S37-T24005

- 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 **May 29, 2012**. **The City of Houston anticipates that the term will be for one (1) year and reserves the option of extending the Agreement on an annual basis for four (4) 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.
- 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,

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

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.

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',

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

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.
- 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.

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

- 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:

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)

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S37-T24005

- 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.
- 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.

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

- 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.
- 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.

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*

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

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.**

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

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 **8%** 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 in Houston, Texas if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

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.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

6.0 PROJECT ADMINISTRATION:

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

7.0 PERFORMANCE BOND

7.1 Contractor shall furnish and maintain during the initial term of the Agreement, a Performance Bond in the amount of \$500,000.00 conditioned on Contractor's full and timely performance of the Agreement (and payment of subcontractors). If the City exercises any option period, Contractor shall maintain a Performance Bond in the amount of \$500,000.00 for each option period exercised. The bond must be in substantially the form attached as Exhibit XI and issued by a corporate surety authorized and admitted to write surety bonds in the State of Texas and the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000.00 by a reinsurer listed on the U.S Treasury list.

8.0 PROPOSER QUALIFICATIONS

8.1 Proposers shall demonstrate that they have sufficient expertise, qualified personnel experienced in Fleet/Vehicle and Equipment Maintenance Services specified in the RFP. Proposers must demonstrate that their company is currently providing Fleet/Vehicle and Equipment Maintenance Services of similar size and scope of work specified in the RFP. Proposers must have been actively engaged as an actual business entity in the activities described in this RFP for at least the five (5) years immediately prior to the submission of their Proposal. Proposer must demonstrate proposed project manager experience, education, etc. specified in the RFP.

8.2 Offeror(s) must attach a listing, to the documentation of their Qualifications Form, of all sub-contractors they propose to use in providing the Work covered in the Proposal.

8.3 Offeror(s)'s capability and experience shall be a factor in the evaluation of the Proposal.

9.0 PRE-PERFORMANCE CONFERENCE

9.1 Prior to commencing performance under this Proposal, Proposer shall attend a pre-performance conference with the Director and other representatives of HAS. The Director shall specify the time and place of such meeting in a written notice to Proposer. Representatives of Proposer attending the pre-performance conference include, but are not limited to, the Project Manager whom Proposer has assigned to this Agreement, together with an officer of Proposer who is authorized to bind Proposer in matters relating to the pre-performance conference items listed below. In the above-mentioned notice, the Director may, in his sole discretion, further designate other representatives of Proposer who must attend the pre-performance conference and such designated representatives shall attend same. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

- 9.1.1 Phase-in and Start-up schedules
- 9.1.2 Contract administration
- 9.1.3 Facilities utilization
- 9.1.4 Channels of communication
- 9.1.5 Review of key personnel resumes and certifications
- 9.1.6 Organization and function charts reflecting the line of management authority
- 9.1.7 Procedures to be used to ensure Agreement requirements are met (Quality Control Program)

10.0 INVOICING

10.1 Proposer shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices must be accompanied by support documents requested by the Director.

10.2 Each invoice submitted must be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: S37-T24005

City of Houston
Houston Airport System
Finance Division/Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

10.3 Invoicing:

10.3.1 The Houston Airport system will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

10.3.2 Requirements are as follows:

10.3.2.1 Submit invoices in "TIFF" format

10.3.2.2 Submit to has.accountspayable@houstontx.gov

10.4 Proposer shall provide separate monthly invoices for any completed work at each Airport.

10.5 Invoices submitted for services performed as the result of change orders require copies of the applicable change order be attached to the original and each of the two (2) invoice copies.

10.6 Invoices submitted for services performed as the result of Other Work/Services require a copy of the Director's written request to be attached to the original and each of the two (2) invoice copies.

10.0 PROCUREMENT TIMELINE/SCHEDULE:

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

10.2 <u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	August 26, 2011
Pre-Proposal Conference	August 31, 2011
Questions from Proposers Due to City	September 5, 2011
Proposals Due from Offeror(s)	September 23, 2011
Notification of Intent to Award (<i>Estimated</i>)	February 23, 2012
Council Agenda Date (<i>Estimated</i>)	April 25, 2012
Contract Start Date (<i>Estimated</i>)	May 29, 2012

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

1.0 BACKGROUND

1.1 The Houston Airport System (HAS) operates the City of Houston's (COH) three (3) airports: George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD). HAS passenger traffic is approximately 50 million passengers a year. The services covered by this Request for Proposal (RFP) are for IAH, HOU and EFD. Management of the Airports includes coordination with FAA, air carriers, and other Federal agencies to maintain the highest standards of service and safety to Airport patrons. Fleet Vehicle Maintenance Services serve a vital role in the efficient operation of the Houston Airport System (HAS).

2.0 PURPOSE OF RFP

2.1 The City of Houston is seeking Proposals for Fleet Maintenance Services, as described herein, from the most efficient, effective, and economical Fleet Maintenance organization(s) in the Fleet Maintenance industry and is requiring the Proposer to define their approach to providing Fleet Maintenance Services.

2.2 Proposers shall include in their proposal, how they intend to meet the requirements of this Proposal and must include, but is not limited to responses to proposing/describing methodologies, approaches, and technical/innovative solutions.

2.3 A contract resulting from this RFP would have a term of one (1) year with four (4) one-year option periods.

2.4 Proposer must provide flow charts, SOP's, etc., showing the Work flow/interaction between the Proposer, COH Contract Parts provider ("Genuine"), and HAS for providing preventive maintenance (PM) and remedial maintenance (RM) for the following three (3) scenarios which may be advantageous to the City:

2.4.1 City of Houston M5 Fleet Maintenance System (with Read/Write capability), City of Houston Contractor ("Genuine") Parts, and Contractor's Service Writer;

2.4.2 Contractor's Fleet Maintenance Management System, Contractor's Parts, and Contractor's Service Writer;

2.4.3 Contractor's Fleet Maintenance Management System, City of Houston Contractor ("Genuine") Parts, and Contractors Service Writer

2.5 HAS is interested in entertaining other possible scenarios from Proposers.

3.0 GENERAL SCOPE OF WORK

3.1 Proposers shall provide all Fleet Maintenance Services specified in the RFP. Services provided by the Proposers include Basic Services and Other Work/Services.

3.2 Proposers shall provide all management, supervision, labor, material, equipment, diagnostics, repairs, mobile services (refueling), oil analysis, tools, instruments, reports, transportation, and incidentals etc., to perform Fleet Maintenance Services, including but not limited to, Preventive Maintenance (PM), Remedial Maintenance (RM), and Early Detection Program (EDP) on HAS Owned Equipment (Sample Equipment) listed in **EXHIBIT XIII**.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 3.3 All maintenance work must be performed in accordance with the latest edition of OEM manuals, technical/service bulletins, and best fleet practices. Maintenance must comply with all OEM Warranties and Emissions requirements.

4.0 BASIC SERVICES

- 4.1 Proposer's sole payment for Basic Services shall be as follows:

- 4.1.1 "Fully burdened" Flat Monthly Basic Services Fee including but not limited to all management, supervision, clerical, early detection program (EDP), preventive maintenance (PM), remedial maintenance (RM), mobile truck service, oil analysis, equipment, tools, expendables, office supplies, office equipment and all services as specified below:

- 4.1.1.1 Preventive Maintenance (PM)
- 4.1.1.2 Remedial Maintenance (RM)
- 4.1.1.3 Minimum Staffing
- 4.1.1.4 Early Detection Program (EDP)
- 4.1.1.5 Wash Services
- 4.1.1.6 Mobile Truck Services
- 4.1.1.7 Oil Analysis
- 4.1.1.8 Miscellaneous Basic Services
 - 4.1.1.8.1 Inspections & Certifications
 - 4.1.1.8.2 Security & Badging
 - 4.1.1.8.3 Transportation & Parking
 - 4.1.1.8.4 Phase-in & Phase-out
 - 4.1.1.8.5 Coordinated Performance
 - 4.1.1.8.6 Disposal of Used Parts
 - 4.1.1.8.7 Maintenance / control of Facilities
 - 4.1.1.8.8 Records & Reports
 - 4.1.1.8.9 Maintenance Manuals
 - 4.1.1.8.10 Hazardous Material / Chemical use
 - 4.1.1.8.11 Safety
 - 4.1.1.8.12 Material Safety Data Sheets (MSDS)
 - 4.1.1.8.13 Quality Control Program
 - 4.1.1.8.14 Warranty of Services

5.0 PREVENTIVE MAINTENANCE

- 5.1 As part of Flat Monthly Basic Services the Contractor shall provide "labor" for preventive maintenance (PM). A sample list of equipment is shown in **Exhibit XIII**. The final list of equipment for PM shall be approved by HAS.
- 5.2 Preventive maintenance on equipment shall be performed in accordance with the latest OEM specifications / recommendations.

6.0 REMEDIAL MAINTENANCE

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

6.1 All remedial maintenance is the responsibility of the Contactor and shall be done on-site except major (Capital) repairs such as, but not limited to, engine/transmission overhauls, damaged equipment from accidents, etc.

6.2 OSR/offsite repairs are not a part of basic services and are subject to HAS approval.

7.0 MINIMUM STAFFING/SHOP HOURS

7.1 Contractor shall provide skilled management, skilled supervision, and an appropriate number of skilled personnel to perform preventive and remedial maintenance; operate the fleet maintenance shop; input data into the fleet maintenance management system; and provide fleet maintenance services for all fleet equipment.

7.1.1 Project Manager

7.1.1.1 The Project Manager shall have a minimum of 5 years experience directly related to project management/supervisory skills in a contract of similar size and scope. The Project Manager will be assigned to this contract and will work on site at the IAH Fleet shop 8am to 5pm, Monday through Friday. The Project Manager will be physically located at IAH but will have oversight responsibilities and knowledge of each Fleet Facility, IAH, HOU and EFD. The Project Manager shall be approved by HAS. The Project Manager's experience and qualifications will be evaluated by the Director, before position approval.

7.1.1.2 The Project Manager shall serve as the single point of contact with HAS. The Project Manager will communicate with the Director and shall be exclusively assigned to this project and shall not be reassigned without prior written approval of the Director. If the Project Manager is to be off-site, the Director must be notified in writing and an Acting Project Manager identified and approved by the Director. The Acting Project Manager shall have full authority, representing the Contractor.

7.1.1.3 The Project Manager shall attend meetings with HAS and report on status of the work being performed and services provided. The Project Manager shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meetings in a format satisfactory to the Director. The Project Manager shall issue copies of the minutes to all attendees and key contract personnel within three (3) business days following each meeting. Meetings may be held at any of the three airport locations as determined by HAS.

7.1.2 Shop Personnel / Minimum Staffing

7.1.2.1 The staffing listed in this specification is a minimum staffing only. The minimum staffing is dedicated by shift/hours of operation.

IAH		
Position	Qualifications	Duties
Project Manager (1)	Minimum of five (5) years experience directly related to project management/ Supervisory skills in a contract	Manages daily operation of each shop, directs all employees in all maintenance activities. Single point of contact for HAS. Thorough

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

	of similar size and scope. ASE certification is a plus	knowledge of contract and ensures contract compliance.
Shop Foreman (1 per shift)	The Shop Foreman will be a working supervisor with a minimum of two (2) years foreman/supervisor experience and four (4) years as a qualified automotive mechanic. ASE certification required.	Supervisor in charge of each shift maintains staffing levels and ensures proper assignments. Evaluates job performance, maintains records, directs or redirects daily activities
Service Writer (1 per shift)	Two years experience in automotive repair. ASE certification. Valid Texas driver license. Experienced in M5.	Receive, diagnose, monitor, and expedite on-site & off-site vehicle/equipment repairs. Coordinate work order inputs etc. into COH M5 (FMMS). Assist in diagnoses of equipment maintenance needs. Prioritizes schedules & tracks PM/RM work. Coordinates service order request to mechanics; vehicle maintenance, status/availability; and coordinates with COH parts provider.
Mechanic/Heavy equipment (2 per shift)	The heavy duty mechanic must have three (3) years of related equipment which includes heavy duty equipment, farm related equipment or tractor maintenance experience. ASE certification required.	Performs diagnosis, repair and maintenance. Work to be performed in shop or out on location.
Mechanic (2 per shift)	The position of mechanic must have three (3) years of experience working on related equipment. ASE certification required	Performs diagnosis, repair and maintenance. Work to be performed in shop or out on location
Mechanic Helper (1 per shift)	The position of mechanic helper must have one (1) year of experience working on related equipment. ASE certification a plus.	Perform maintenance duties and repairs while supervised by a certified mechanic. Work to be performed in shop or on location.
Utility/Car Wash Employee (1 ea., 40 hrs. per week)	The utility/car wash employee must have a valid driver's license. Prior car wash interior/exterior cleaning experience is a plus.	Perform car wash duties, including pick-up/deliver of vehicles.
HOU		
Shop Foreman (1 per shift)	The Shop Foreman will be a working supervisor with a	Supervisor in charge of each shift maintains staffing levels and

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

	minimum of two (2) years foreman/supervisor experience and four (4) years as a qualified automotive mechanic. ASE certification required.	ensures proper assignments. Evaluates job performance, maintains records, directs or redirects daily activities
Service Writer (1 per shift)	Two years experience in automotive repair. ASE certification. Valid Texas driver license. Experienced in M5.	Receive, diagnose, monitor, and expedite on-site & off-site vehicle/equipment repairs. Coordinate work order inputs etc. into COH M5 (FMMS). Assist in diagnoses of equipment maintenance needs. Prioritizes schedules & tracks PM/RM work.
Mechanic (2 per shift)	The position of mechanic must have three (3) years of experience working on related equipment. ASE certification required	Performs diagnosis, repair and maintenance. Work to be performed in shop or out on location
Mechanic Helper (1 per shift)	The position of mechanic helper must have one (1) year of experience working on related equipment. ASE certification a plus.	Perform maintenance duties and repairs while supervised by a certified mechanic. Work to be performed in shop or on location.
EFD		
Shop Foreman / Service Writer (1 per shift)	The Shop Foreman will be a working supervisor with a minimum of two (2) years foreman/supervisor experience and four (4) years as a qualified automotive mechanic. ASE certification required.	Supervisor in charge of each shift maintains staffing levels and ensures proper assignments. Evaluates job performance, maintains records, directs or redirects daily activities. (Service Writer duties – see above description of duties)
Mechanic (1 per shift)	The position of mechanic must have three (3) years of experience working on related equipment. ASE certification required	Performs diagnosis, repair and maintenance. Work to be performed in shop or out on location

7.1.3 Increase/Decrease in Personnel

- 7.1.3.1 With HAS authorization, Contractor shall increase / decrease staffing at the “fully burdened rates” specified on the proposal price sheet. All increase/decrease of staffing must be approved by the Director. HAS may require the contractor to reduce staffing below the minimum level.
- 7.1.3.2 The Contractor shall provide the necessary number of personnel required (not less than the minimum noted above, unless directed by HAS) to operate and provide Fleet Maintenance Services at each location as outlined in this contract, additions and deletions of staffing must be approved by the Director.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

provide Fleet Maintenance Services at each location as outlined in this contract, additions and deletions of staffing must be approved by the Director.

7.1.3.3 Contractor shall at all times provide an adequate number of on-site personnel to accomplish the work required, including seasonal demand or emergency related issues. Should the Director determine that the Contractor is not meeting its responsibilities due to the insufficient number and/or specific job skills of on-site personnel, the Director may request the Contractor to increase the number and/or specific job skills in order to meet the obligations specified hereunder.

7.1.4 Shop Hours of Operation

7.1.4.1 Contractor shall operate Maintenance Shops, as detailed in **Exhibit XVI**, at each Airport staffed with on-site personnel. Shop hours are as follows:

7.1.4.1.1 IAH: 6:00 a.m. - 10:00 p.m. Monday thru Saturday

7.1.4.1.2 HOU: 6:00 a.m. - 10:00 p.m. Mon. thru Fri.

7.1.4.1.3 EFD: First Shift – Mon. thru Fri., shop hours to be determined by Airport Manager.

8.0 EARLY DETECTION PROGRAM (EDP)

8.1 As part of Flat Monthly Basic Services the Contractor shall provide EDP inspections.

8.2 Contractor shall identify all defects or potential defects during EDP and obtain approval from HAS to make repairs as recommended by Contractor.

8.3 To improve equipment availability, Contractor shall perform EDP inspection on sample equipment list shown in **Exhibit XIII** when performing PM & RM work orders to include, but not limited to:

8.3.1 Vehicle Safety Inspection

8.3.1.1 Run & check engine

8.3.1.2 Check: all warning lights, alarms/warning devices, instruments and gauges, wipers, horns, PTO operation, heaters/defrosters, AC/Heater, clutch, brakes/parking brakes, gear shift operation, steering wheel play/bind, seat belts, safety equipment, air/hydraulic systems, 3-way check valves/protection control valves.

8.3.2 Exterior Inspection

8.3.2.1 Check: exterior for damage, door glass, windshields, mirrors, wiper blades/arms, lights, back-up alarm, fuel tanks/mountings/lines/tanks, trailer light cord/bracket, license plate/bracket, permits/state safety inspection sticker, fifth wheel mounting/locks, pintle hook, mud flaps/brackets, appurtenances.

8.3.3 Tires / Wheel Inspection

8.3.3.1 Check: air pressure, valve stems/caps, tread depth, tire condition, dual

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

8.3.4 Engine Compartment Inspection

8.3.4.1 Check: Radiator mounting/core, A/C compressor/condenser mounting/core, for fluid leaks, coolant hoses/clamps, coolant recovery system, intake system/vaculator valve, all belt driven components, belts, all fluid levels, master cylinders, fuel pump/line mountings, exhaust system, wire harness, turbocharger/mounting, windshield washer reservoir, engine for fault codes, drain fuel/water separator.

8.3.5 Battery Inspection

8.3.5.1 Check: battery boxes/covers, mountings, battery hold downs /cables, electrolyte level, load test battery, alternator output.

8.3.6 Hydraulic System Inspection

8.3.6.1 Check: hydraulic tank, hoses, cylinders, control handles/linkages, PTO shaft, hydraulic pump, over speed control.

8.3.7 Under vehicle Inspection

8.3.7.1 Check: steering system, kingpins, steering shaft u-joints/splines, suspension components, vibration damper, engine/transmission mounts, starter, for oil/transmission fluid leaks, air compressor, exhaust system, drivelines, u-joints/slip yokes, fuel tank, brake assemblies, drum/rotator condition, brakes/hoses, differential breather/fluids.

8.3.8 Lubrication

8.3.8.1 Lubricate: all grease fittings, door/hood hinges/latches/cables, linkages/cables.

9.0 WASH SERVICES

9.1 As part of Flat Monthly Basic Services the Contractor shall provide wash services.

9.2 Provide vehicle wash services for sedans, light trucks, and vans, which must include all labor and materials for washing and cleaning certain vehicles on a weekly basis, approximately 40 each at IAH, 20 each at HOU, and 5 each at EFD. As part of vehicle washing services:

9.2.1 HAS will schedule vehicle wash service, and Contractor shall pickup/deliver vehicles to applicable locations.

9.2.2 All exterior surfaces of vehicle must be washed, including body panels, wheel wells, tires, wheels, wheel covers, glass (including headlamps, mirrors, and windows), bumpers, and trim, etc.

9.2.3 Apply proper tire dressing to tires.

9.2.4 Vacuum vehicle interiors including upholstery, floor coverings, and mats; clean interior surfaces of windows and rear view mirror; remove dust and soil from all interior surfaces, instrument panel, door panels, steering column and steering wheel; apply a UV protection to vinyl surfaces.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 9.2.5 All cargo areas/trunks shall be cleaned.
- 9.2.6 HAS will schedule vehicle wash service, and Contractor shall pickup/deliver vehicles to applicable locations.
- 9.2.7 Provide vehicle detailing and hand-waxing services on an as-requested basis as part of Other Work/Services.

10.0 MOBILE SERVICE TRUCKS

- 10.1 As part of Flat Monthly Basic Services the Contractor shall provide mobile service trucks.
- 10.2 Contractor shall furnish mobile field service unit(s) at IAH and HOU; to provide "mobile" scheduled and unscheduled maintenance for vehicles and equipment that are disabled, and for vehicles and equipment that because of design or immobility cannot be economically delivered to the maintenance shops.
- 10.3 Contractor's mobile maintenance shall include complete maintenance and repair; lubrication; tire change, tire repair, and replacement; and vehicle fueling etc.
 - 10.3.1 Mobile maintenance vehicles shall be equipped with all accessories, tools, and attachments to provide the necessary mobile PM and RM service and each must be equipped with lubricant dispensers and fueling equipment with the capacity of handling at least 100 gallons each of diesel fuel and unleaded gasoline.
 - 10.3.2 Lubricants, grease, etc. will be those supplied by the COH Parts Provider.

11.0 OIL ANALYSIS

- 11.1 As part of Flat Monthly Basic Services the Contractor shall provide oil analysis services.
- 11.2 Contractor shall implement and perform an oil analysis program and provide documentation via lab tests with each vehicle history file for all units over 24,000 GVWR and all generators above 99 KW every 6 months. Tests shall include, but are not limited to, wear metal analysis, identifying the presence of wear metals in the oil, and specific metals/alloys; contaminants checks, water, antifreeze, and fuel; test chemical products formed through wear, anti-wear, and extreme temperature additives, and anti-oxidant additives present in the oil. HAS will use the oil analysis program to monitor effectiveness of Contractor's maintenance program.
 - 11.2.1 Contractor must be able to document contamination levels of lubricants and ensure contamination levels are within tolerable limits.
 - 11.2.2 Contractor shall document that equipments contain correct lubricants.
 - 11.2.3 Contractor must be able to document evidence of wear in advance of observable operational deterioration.
 - 11.2.4 Contractor shall use a commercial laboratory approved by the Director that follows ASTM test methods.

12.0 INSPECTIONS & CERTIFICATIONS

- 12.1 As part of Flat Monthly Basic Services the Contractor shall provide inspections & certifications.
- 12.2 Contractor shall keep annual State inspection stickers current on all HAS vehicles and equipment. Contractor shall obtain any other inspections that may be required by law. Contractor shall ensure auto emissions tests are completed at government-approved testing facilities. **Contractor shall bear the cost of state inspection stickers, emissions tests, and any other inspections that may be required, such as certification/testing of aerial devices/bucket trucks, as part of Basic Services.**

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

13.0 SECURITY AND BADGING IAH, HOU & EFD

- 13.1 As part of Flat Monthly Basic Services the Contractor shall provide all security and badging.
- 13.2 Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.
 - 13.2.1 All on-site personnel of Contractor, including sub-contractor's, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. The Project Manager shall have additional training at HAS to approve badging requests for Contractor personnel.
- 13.3 Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently **\$55.00** each at (IAH)/ (HOU) and **\$16.00** each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is **\$16.00**.
- 13.4 All fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

14.0 TRANSPORTATION AND PARKING

- 14.1 Contractor shall park its vehicles in areas designated by Director. All transportation activities of Contractor or its sub-contractors necessary to perform under the Agreement must be provided by Contractor.
- 14.2 All of contracted vehicles must be clearly marked with identification indicating Contractor's or subcontractor's name. Such identification must be placed on both sides of each vehicle and may be removable, e.g. magnetic, in accordance with HAS OPPS 88-06.

15.0 CONTRACTOR'S PHASE-IN

- 15.1 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City, Selected Proposer shall provide Phase-in services for up to thirty (30) days prior to the current Agreement's expiration.
- 15.2 Selected Proposer's Phase-In period begins upon receipt of a "Start Phase-in Notice" from the Director and continues until receipt of "official Notice to Proceed" (Start Date of the Contract). *The "Start phase-in Notice" is different than the official Notice to Proceed.* Selected Proposer will have no responsibilities for operating or maintaining the equipment during the Phase-in period.
- 15.3 During the phase-in period, the Selected Proposer shall have access to the facilities and areas covered by the Proposal, access to personnel, and allowed to observe all fleet maintenance operations.
- 15.4 The incumbent Contractor will perform the duties and services listed in its contract during the Selected Proposer's Phase-In period, and will be available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 15.5 The Selected Proposer shall provide during Phase-in period, all required deliverables including but not limited to:
 - 15.5.1 Review and verify Equipment Lists within the first five (5) Phase-In days.
 - 15.5.2 Recruit and transfer personnel, train personnel, arrange for security badging.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 15.5.3 Establish management procedures, set up records, ensure adequate tools and equipment in place for systems maintenance.
 - 15.5.4 Submit to the Director, a final staffing plan addressing the Proposer's strategies in determining the necessary staffing and supervision required for compliance with the specified services. (HAS required staffing is a minimum staffing only)
 - 15.5.5 Coordinate Proposer's activities with Service Writer and Facilities.
 - 15.5.6 Final transition and training plan.
 - 15.5.7 Emergency phone numbers and verification of cell phones.
 - 15.5.8 Certification of all Proposer Personnel requirements and training.
 - 15.5.9 Reporting and approach plans.
 - 15.5.10 Inventory of supplies, materials, tools, equipment, etc., necessary to start.
 - 15.5.11 Standard Operating Procedures (SOP).
 - 15.5.12 Permits, licenses and certifications.
 - 15.5.13 Security approval and access.
 - 15.5.14 Sub-contractors & Sub-contractors agreements in place.
- 15.6 The Phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for providing fleet maintenance as specified in the RFP. The Contractor shall be prepared to perform fully all Work services upon receipt of notification to proceed document from the Director.

16.0 CONTRACTOR'S PHASE-OUT

- 16.1 Two (2) months prior to Agreement expiration, the Contractor shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last 12 months of monthly reports, and list of equipment to the Director.
- 16.2 In order to accomplish a smooth and successful transition of fleet maintenance services and at no extra charge to the City, the Contractor shall provide Phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-in Notice" from the Director and continue until successor's receipt of "official Notice to Proceed". Phase-out orientation comprises a maximum of 30 working days, 8 hours per day for successor's personnel. Orientation includes, but is not limited to maintenance procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services under this Agreement during its Phase-out period. Contractor shall cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in this Agreement.
- 16.3 Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters
- 16.4 The Contractor shall provide all required deliverables including, but not limited to:
- 16.4.1 List of qualified employees working at the Airport.
 - 16.4.2 Reporting requirements.
 - 16.4.3 Inventory of tools and equipment.
 - 16.4.4 Current Standard Operating Procedures.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S37-T24005

- 16.4.5 Permits, licenses, and certifications.
- 16.4.6 Detailed transition plan.
- 16.4.7 Prior to the expiration of the Agreement, after selection of a successor Contractor, the Contractor and the successor Contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the phase-out of the Contractor and the phase-in of the successor Contractor.

17.0 COORDINATED PERFORMANCE

- 17.1 Contractor shall provide coordinated performance.
 - 17.1.1 HAS Contact – Contractor shall coordinate its performance with such person(s) as the Director designates in writing to Contractor. Contractor shall keep said person(s) currently advised of developments relating to the performance of this Contract, and Contractor shall at all appropriate times, advise and consult with the Director's designee(s) as determined by the Director.
 - 17.1.2 Coordination Meetings - Throughout the Agreement term and any extensions hereto, Contractor shall meet with the Director to identify and resolve performance issues. Meetings will be scheduled on a bi-weekly basis or as determined by the Director. Notice of any such meeting may be given by the Director to Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. The Contractor's designated attendees shall be present at any such performance meeting for its duration and shall prepare a typed agenda covering the topics to be discussed; keep minutes of the meetings in a form satisfactory to the Director; and issue copies of the minutes to all attendees within three business days of each meeting.

18.0 DISPOSAL OF USED PARTS

- 18.1 Contractor shall dispose of all worn/defective scrap parts and waste or hazardous materials including tires, batteries, oils, lubricants, etc. resulting from the work under this Proposal, *excluding parts/materials disposed of by the COH parts contractor*. Handling, transport, and disposal of worn/defective scrap parts and waste or hazardous materials must be done in such a manner as to ensure the highest level of safety to the environment and to public health and in compliance with all applicable laws and governmental regulations. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport, and disposal of any hazardous materials, securing all licenses and permits required by law and ensuring that any disposal facilities to which any scrap, waste, or hazardous materials may be moved are in full compliance with federal, state, and local laws and regulations. Worn or defective parts must not be stored on Airport premises. Contractor shall notify the Director when these parts are to be removed from HAS property.
- 18.2 Cleaning and disposal of materials from wash bay grit traps shall be provided monthly, or more as needed, as part of Basic Services; including a complete evacuation of solids and liquids from grit traps, located in wash bays, and performed in accordance with applicable laws and regulations.

19.0 MAINTENANCE / CONTROL OF FACILITIES

- 19.1 As part of Flat Monthly Basic Services the Contractor shall provide maintenance / control of facilities:
 - 19.1.1 Physical Security - Contractor shall safeguard all HAS property in its work area. Contractor shall secure the facilities and equipment at the close of each work period.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

19.1.2 Re-lamping - Contractor shall replace all burned out lamps, ballasts, starters, and bulbs in HAS-owned facilities assigned for Contractor's use.

19.1.3 Key Control - Contractor shall ensure keys issued by HAS are not lost, misplaced, or used by unauthorized persons. Keys issued by HAS must not be duplicated. Contractor shall be charged for replacement of locks or re-keying. Contractor shall report occurrences of lost keys immediately to HAS.

19.1.4 Office Furniture, Supplies, and Equipment - Contractor shall provide all office furniture, office supplies, and office equipment.

19.1.5 Policing of Grounds - Policing shall include all interior cleaning and removal of litter from exterior areas within 100 feet from the foundation of facilities. Contractor shall keep the grounds around maintenance facilities free of debris and litter.

20.0 RECORDS AND REPORTS

20.1 Upon HAS request, Contractor shall provide ad-hoc reports generated from the City of Houston's FMMS (M5).

21.0 MAINTENANCE MANUALS

21.1 Contractor shall be responsible for obtaining all maintenance manuals, shop manuals, and technical service bulletins for all fleet/vehicles and equipment.

22.0 HAZARDOUS MATERIAL/CHEMICAL USE

22.1 As part of Flat Monthly Basic Services the Contractor shall comply with the following hazardous material/chemical use.

22.2 General

22.2.1 In addition to the requirements in this Subsection, Contractor shall be knowledgeable of, and comply with, all applicable Federal, state and local environmental laws and regulations. If there is any conflict between this subsection and Federal, state, or local environmental laws and regulations, such laws and regulations control. All fines and penalties assessed against HAS resulting from Contractor' failure to comply with such requirements, laws, and regulations shall be paid by Contractor.

22.2.2 Hazardous Chemical Records

22.2.2.1 A Material Safety Data Sheet (MSDS) must be prepared for each hazardous chemical or material obtained in conjunction with the performance of work.

22.2.3 Asbestos Abatement

22.2.3.1 HAS maintains a comprehensive, continuing program for identification, containment and removal of asbestos materials in its facilities. To HAS' knowledge, no asbestos materials exist in the provided facilities.

22.2.4 Chlorinated Fluorocarbons (CFC) Refrigerants

22.2.4.1 HAS requires full compliance with Title VI, Clean Air Act of 1990 and any

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

subsequent amendments, and strictly prohibits the discharge of CFC Refrigerants into the atmosphere resulting from the installation, repair, maintenance, or any condition requiring the release of CFC Refrigerants from any HAS-owned vehicles/ equipment.

- 22.2.4.2 Contractor shall be responsible for ensuring the necessary procedures and safeguards are in place to prevent the occurrence of a CFC Refrigerant discharge into the atmosphere.
 - 22.2.4.3 Contractor shall utilize only the services of a qualified vendor specializing in the recovery, recycling and reclamation of CFC Refrigerants.
 - 22.2.4.4 Recovery and containment of contaminated CFC Refrigerants must be in storage containers that are American Society of Mechanical Engineers (ASME) coded for refrigerant and DOT approved. Refrigerants that are not recovered or recycled must be delivered to a firm specializing in reclamation of CFC Refrigerants and handled in accordance with all applicable federal, state and local guidelines governing such.
 - 22.2.4.5 Costs associated with removal of CFC Refrigerants, recovery, recycling, or reclamation is at the expense of Contractor and must be included in Contractor's Basic Services.
 - 22.2.4.6 Contractor shall be responsible for all fines, penalties, taxes, etc., arising out of any violation or infraction of the Clean Air Act of 1990, as may be amended from time to time, or other governmental regulations related to the use of CFC Refrigerants.
- 22.3 Contractor shall maintain a workplace chemical list; maintain an OSHA Material Safety Data Sheet (MSDS) file; and advise and train its employees of the chemical hazards to which they are exposed and in proper safety procedures. The informed handling and controlled disposal of hazardous and toxic materials is the responsibility of the Contractor. Contractor shall conform to the Texas Hazard Communication Act of 1985, Tex. Civ. Stat. Art. 5182b, as may be amended from time to time.
- 22.3.1 Flammable liquids in the vicinity of City property must be handled and stored in a safe manner as follows:
 - 22.3.1.1 Precautions must be taken to prevent the ignition of flammable vapors.
 - 22.3.1.2 No smoking, spark producing equipment or open flames are permitted in any flammable liquid storage area.
 - 22.3.1.3 All electrical service and electrical equipment in storage room must be explosion proof.
 - 22.3.2 Spray applications using flammable and combustible materials in the vicinity of City property must be done in accordance with the following:
 - 22.3.2.1 All spray operations must be done in a power ventilated spray booth or spray room.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 22.3.2.2 All electrical service and electrical equipment within the spray booth or spray room must be explosion proof.
- 22.3.2.3 No spark-producing equipment or open flames is permitted within ten feet of any opening in a spray booth or room.
- 22.3.2.4 Portable electric lamps must not be used in any spray area during spray operations.
- 22.3.2.5 Compressed gas cylinders in the vicinity of City property must be handled, used, and stored in accordance with the following:
 - 22.3.2.5.1 Compressed gas from cylinders must not be used without reducing the pressure through a regulator.
 - 22.3.2.5.2 When the cylinders are not in use, the valve must be closed tightly.
 - 22.3.2.5.3 During use or storage, cylinders must be restrained to prevent accidental upsetting or falling.
 - 22.3.2.5.4 Smoking is not permitted within 50 feet of compressed gas storage areas. "NO SMOKING" signs must be posted in the area.
 - 22.3.2.5.5 Oxidizing gases must not be stored within 50 feet of stored flammable liquids and/or gases unless separated by a wall with a two-hour fire rating.
 - 22.3.2.5.6 All compressed gas cylinders must be labeled as to contents.
 - 22.3.2.5.7 Valve protector caps must be installed on all compressed gas bottles in storage.
- 22.3.2.6 No smoking, spark producing equipment or open flames are allowed in the battery shop.
- 22.3.2.7 Only qualified persons shall be authorized to perform welding operations.
- 22.3.2.8 Welding operations must not be permitted where flammable gases or liquids are present.
- 22.3.2.9 All precautions must be taken during vehicle fueling to prevent the possibility of fire or explosions.
- 22.3.2.10 Vehicles must not be fueled near open flames or spark producing devices.
- 22.3.2.11 Vehicles must not be fueled indoors and personnel shall not smoke during fueling operations.
- 22.3.2.12 Vehicles being supplied with fuel must have the ignition off and the parking brake applied.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 22.3.2.13 During fueling, the nozzle of the fuel hose must be kept in constant contact with the intake pipe of the vehicle fuel tank.
- 22.3.2.14 No mobile phones, pagers, radios, Bluetooth headsets, or any other electronic devices shall be used during fueling operations.
- 22.3.3 Shop machinery must be inspected daily by shop personnel, and periodically maintained.
- 22.3.4 Good housekeeping is essential to safe motor vehicle shop operations.
 - 22.3.4.1 Shop floors must be kept clean and free of oil, grease, water, gasoline or other hazardous and slippery materials. Fuel and oil spills must be promptly cleaned up.
 - 22.3.4.2 Drip pans under vehicles and mechanized equipment are essential.
 - 22.3.4.3 Suitable containers with lids must be strategically located throughout the work areas for easy disposal of oil and grease soaked rags. All containers for this purpose must meet OSHA requirements and be UL listed. Trash and oily rag receptacles must be emptied daily.

23.0 SAFETY

- 23.1 As part of Flat Monthly Basic Services the Contractor shall comply with the following safety requirements.
- 23.2 General Requirements
 - 23.2.1 Mishap Reporting and Investigation:
 - 23.2.1.1 Contractor shall report within one hour to the Facilities all pertinent facts relating to each case of damage to City property.
 - 23.2.1.2 If the City decides to investigate the mishap, Contractor shall cooperate fully and assist City personnel until the investigation is completed.
 - 23.2.2 Contractor shall include a clause in all subcontracts to require subcontractor to comply with the safety provisions specified in the RFP.
 - 23.2.2.1 Contractor shall submit a detailed safety program to the Airport General Manager during the term of this Agreement and must not deviate from the Safety Program or make changes to the safety program plan without prior review and approval by the Airport General Manager.
 - 23.2.2.2 Contractor shall ensure that an inspection of all shop areas is accomplished daily. These inspections must be documented as to their findings and corrective actions taken.
 - 23.2.3 Contractor shall keep all equipment described in the Agreement in a safe operating condition.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 23.2.4 Contractor shall not require any person to work in surroundings that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 23.2.5 Contractor shall be completely familiar with, and shall enforce all City, State of Texas, and Federal OSHA regulations and requirements as applicable, including but not limited to the following:
- 23.2.5.1 Contractor personnel must wear applicable personal protection equipment (PPE) at all times.
 - 23.2.5.2 Contractor personnel operating equipment or handling materials must be fully trained in the safe operation and handling of the equipment or materials.
 - 23.2.5.3 Contractor personnel must follow and apply safety practices established in their applicable industry and, at a minimum, comply with OSHA General Industry Regulations 29 CFR 1910.
- 23.2.6 Contractor shall not operate, install, or test any equipment in an unsafe condition. Contractor shall properly operate and maintain all safety equipment associated with its services.
- 23.2.7 When Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing services, Contractor shall notify Facilities both verbally and in writing. Contractor shall immediately make such notification upon detection of the condition. Contractor shall detail conditions along with non-hazardous conditions and recommendations in its quarterly report.
- 23.3 Specific Requirements
- 23.3.1 Contractor shall load, handle and transport City property in such a manner as to prevent damage to City property.
 - 23.3.2 City Property must be stored in such a manner as to prevent damage or theft to City Property.
 - 23.3.3 Contractor shall inspect, maintain, and operate hoists, cranes, slings, and other lifting equipment in a safe manner to prevent injury to persons and/or damage to City property.
 - 23.3.3.1 All lifting devices and equipment must be visually inspected by the operator daily, or before each use. Also, on a periodic basis (annually) a documented inspection and weight test must be completed on all hoists, cranes, slings and other lifting equipment. (IAW ANSI B30 Series Standards).
 - 23.3.3.2 Slings must not be used when tied in knots or when damaged.
 - 23.3.3.3 All jacks must have a sufficient rating to lift and sustain the load being lifted.
 - 23.3.4 Chassis and axle supports must be used during vehicle maintenance. No makeshift devices will be used for chassis and axle supports.
 - 23.3.5 Tire Mounting: Shop personnel must use mechanical devices, such as dollies, to help them mount or remove large, heavy tires.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

23.3.5.1 Personnel shall use guard cages when inflating split rim tires or wheels with locking rings when the tire is not on the vehicle. When wheels with lock rings or split rims are mounted on vehicles, several lengths of chain, fitted with positive catches must be routed through the wheel openings around the tire before inflating.

23.3.5.2 Personnel shall use extreme caution when inflating the tires of large trucks or heavy construction equipment.

23.3.6 Jacks. The rated load must be both legible and permanently marked in a prominent location on the jack by casting, stamping, or other suitable means. Jacks supplied with the vehicles as standard equipment are excluded). The operator must make sure that the jack used has a rating sufficient to lift and sustain the load being lifted. Jacks must be inspected, tested, and documented in compliance with ANS/ASME B30.1 – Jacks, industrial Rollers, Air Caster, and Hydraulic Gantries or an applicable technical order. After a jack has raised a vehicle, it must be securely blocked to prevent falling. At no time shall mechanics place any part of their bodies directly under the wheels of a jacked vehicle.

23.3.7 Cables and Cords: Power cables and cords on portable electrical equipment must be made of heavy armored rubber or similar material, to prevent chafing or damage from oil or grease. Power cables and cords on all portable and fixed electrically operated equipment must be of three-wire construction with a plug equipped with a ground lug. (NOTE: this requirement does not apply to double insulated tools). Cables must be constructed to provide automatic grounding of equipment through integral conductors. Mechanics who are use portable electrical tools and lights shall not carelessly string cables across shop floors.

23.3.8 Fire Protection/Prevention. Contractor shall follow all local fire laws, regulations and standards shall be followed to ensure that damage does not occur to City property or personnel. Contractor shall develop a site-specific fire evacuation plan and post an evacuation route in case of an emergency.

23.3.9 Spill Prevention: Contractor shall develop a spill prevention plan in accordance with federal Storm Water Pollution Prevention Plan (SWPPP) requirements. All employees shall be trained in the plan. Spill kits will be readily available, and policies/procedures for disposal of hazardous waste will be completed.

23.3.10 Contractor will coordinate with HAS Environmental section during inspections, when spill occur, and for hazardous waste pick up.

24.0 MATERIAL SAFETY DATA SHEETS (MSDS)

24.1 As part of Flat Monthly Basic Services the Contractor shall provide IAH, HOU, and EFD copies of all MSDS sheets for each product used in each facility. Copies shall be maintained on-site. A Material Safety Data Sheet must accompany each product shipment to the facilities.

25.0 QUALITY CONTROL PROGRAM

25.1 As part of Flat Monthly Basic Services the Contractor shall establish and maintain a Quality Control (QC) Program to ensure the requirements of this Agreement are met.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

26.0 WARRANTY OF SERVICES

- 26.1 As part of Flat Monthly Basic Services the Contractor shall comply with the following warranty requirements.
- 26.2 Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.
- 26.3 "Correction" as used in this clause, means the elimination of a defect.
- 26.4 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement. The Director shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 26.5 Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Agreement price.
- 26.6 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price as determined by the Director.
- 26.7 Contractor shall warrant that all "3rd party parts", supplies, equipment and tools provided will be new and free from defects. All services must be performed in accordance with acceptable Fleet Management Practices in a thorough, workmanlike manner.

27.0 FLEET MAINTENANCE MANAGEMENT SYSTEM (FMMS)

- 27.1 Contractor shall input all work orders and tracking data into the City of Houston Fleet Focus M5 v22.2 System.
- 27.2 Contractor shall have "Read/write access to the COH M5 Fleet Maintenance Management System. There is no Internet-based solution for M5. A user has to be on the City's network.
- 27.3 Contractor shall enter data from existing M5 system into the new COH M5 system.
- 27.4 Contractor must have proven knowledge/experience with M5 systems.
- 27.5 Overview of M5 Maintenance System:
 - 27.5.1 The City's fleet management system, Asset Works' FleetFocus M5, is an n-tier enterprise system running on a Microsoft software platform and HP blade hardware technology.
 - 27.5.2 AssetWorks provides and supports out-of-the-box integration between FleetFocus™ M5 and multiple enterprise-wide financial, purchasing, and human resource applications.

SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.: S37-T24005
--

27.5.3 AssetWorks also develops interfaces to pass data to and from other external applications such as fuel management systems and suppliers.

27.5.4 This integration allows the benefit ~~from~~ of passing data between multiple data sources without double-entry of data or duplication of effort.

27.5.5 MAXQUEUE, M5's universal integration adapter, provides the XML based integration framework that permits FleetFocus to be easily integrated with any external system. Utilizing XML-based Templates.

27.5.6 MAXQUEUE supports real-time and batch integrations. Data can be exchanged using XML web-services, delimited files or staging tables. Using the M5 Interface Manager, users can setup and schedule interfaces to execute as needed.

27.5.7 Most incoming interfaces include a reject process that supports on-line review of failed records and the reprocessing of updated records.

28.0 INCREASE OR DECREASE OF WORK - INCLUSION/EXCLUSION

28.1 From time to time throughout the Term of the Agreement, the Director may, by written notice to Contractor, increase and/or decrease the work, equipment, supplies, services, or locations. Contractor's sole compensation for such adjustment will be mutually agreed between the Director and Contractor.

29.0 PARTS/MATERIALS/LUBRICANTS, ETC.

29.1 Unless otherwise requested by the Director, parts, materials, lubricants etc., will be supplied by others, a copy of the COH Parts Supply Contract, **EXHIBIT XIV**, is attached for reference. From-time-to-time the Director may require the Contractor to supply parts/materials/lubricants etc., as Other Work/Services.

30.0 HAS RADIO COMMUNICATION REQUIREMENTS

30.1 HAS will provide Contractor with two (IAH), one (HOU), and one (EFD) handheld radios with batteries and chargers for Contractor's use on this contract. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon cancellation or termination of the Agreement, Contractor shall return all radios provided to HAS.

30.2 Contractor shall operate the radios within protocols established by HAS.

30.3 Contractor shall be assessed a onetime service credit in the amount of \$10.00 each, for initial programming for each radio.

30.4 Contractor will be assessed a monthly service credit in the amount of \$10.00 each, for maintenance of each radio. Contractor shall return radios requiring maintenance to HAS.

30.5 Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost.

31.0 OTHER WORK/SERVICES GENERAL

31.1 Within the general scope of the RFP, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the RFP. Contactor shall perform Other Work/Services in accordance with all provisions of the RFP plus any special provisions issued with authorization for work. With the exception of Emergency Service Requests or Urgent

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

Service Requests, where a request may be verbal and followed immediately in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. Proposer shall perform Other Work/Services to the same standards identified for Basic Service.

31.2 Performing Other Work/Services

31.2.1 Other Work/Services shall be performed in accordance with all provisions of this Proposal and any special provisions issued with the Other Service/Request (OSR).

31.2.1.1 Before issuing an OSR, the Director will first issue a written notice to the Contractor detailing the specific OSR to be performed by the Contractor.

31.2.1.2 In response to any such written notice, the Contractor shall provide the Director with a written proposal within three (3) business days of receipt of OSR. Contractor must include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and other requirements set forth in the written notice to the Contractor.

31.2.1.3 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by Director. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Proposer can request in writing an extension to the completion date. However, Director may or may not allow the extension. Director's decision is final.

31.2.1.4 Upon receipt of the Contractor's Proposal, the Director has the option to reject the Contractor's Proposal, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's Proposal and require resubmission, the Contractor shall resubmit a modified Proposal within three (3) business days of the rejection.

31.2.1.5 Upon approval by Director of the modified proposal, an OSR will be issued. Contractor shall commence work as stated in the OSR. Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement, and the approved OSR.

31.2.1.6 Contractor's labor cost must not exceed the rate stated in the final fee schedule. Contractor's labor cost stated in the fee schedule only applies to Contractor's employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.

31.2.1.7 Prices for equipment, parts, supplies, and sub-contracted works, which may be required for authorized Other/Work Services, shall be the Contractor's actual cost plus percent (%) mark-up proposed on the Fee schedule in EXHIBIT III. Copies of invoices from the Contractor's suppliers for these items must be submitted with Contractor's invoices at the time of submittal to the City for payment. The mark-up percentages stated shall not increase during the term of this Proposal. The quantity of equipment, parts, and supplies will depend on the needs of the City.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 31.2.1.8 Over \$3,000.00, the Contractor shall obtain three (3) itemized bids/estimates within three (3) business days from separate/different vendors/ suppliers, for the required equipment, parts, supplies, and subcontracted works. Contractor shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the work. Contractor shall be compensated at Contractor's actual cost plus percent (%) mark-up proposed on the Fee Schedule in EXHIBIT III.
- 31.2.1.9 Under \$3,000.00, the Contractor shall obtain one (1) itemized bid/estimate within three (3) business days, for the required equipment, parts, supplies, and subcontracted works. Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at Contractor's actual cost plus percent (%) mark-up proposed on the Fee Schedule in EXHIBIT III.
- 31.2.1.10 When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- 31.2.1.11 While performing work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.
- 31.2.1.12 Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 31.2.1.13 In the case of emergency service, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.
- 31.2.1.14 If it is determined this Scope of Work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to the City by the Contractor. The City does not waive any of its rights and remedies whether by statute, at law, in equity, or under this Contract.
- 31.2.1.15 If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.

31.3 Examples of OSR candidate items are:

- 31.3.1.1 Major/Capital repairs to include but not limited to, engine/transmission repairs, body work, etc.
- 31.3.1.2 Towing & Transportation of Equipment
- 31.3.1.3 Vehicle detailing and hand-waxing services
- 31.3.1.4 Front/rear alignments
- 31.3.1.5 Other Services as requested

32.0 HAS OWNED MAINTENANCE TOOLS AND EQUIPMENT

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

- 32.1 HAS will provide Contractor with certain HAS issued tools and equipment listed in **EXHIBIT XV**. During the Phase-In period, Contractor and HAS shall conduct a joint inventory of such equipment.
- 32.2 Contractor shall maintain and repair such equipment including, cleaning, certification, adjusting, lubricating, tightening nuts and bolts, performing PM actions recommended by the equipment manufacturer.
- 32.3 The shop equipment will remain the property of HAS, and shall be used only for performing services related to this Agreement.

33.0 CONTRACTOR PROVIDED MAINTENANCE EQUIPMENT AND TOOLS

- 33.1 Contractor shall provide all required equipment and tools, beyond those provided by HAS as part of Basic Services.
- 33.2 Contractor shall mark Contractor-owned equipment to identify such equipment in a co-mingled shop environment. Throughout the Term of the Agreement, Contractor shall maintain records of Contractor-owned equipment including purchase and payment documentation, which must be made available to HAS upon request. Upon termination or expiration of the contract term Contractor, must conduct an inventory of equipment. **Contractor shall dismantle/remove all Contractor-owned equipment from each Airport Maintenance Facility at its sole expense, and shall repair, at its expense, any damage to HAS facilities caused by the removal of the equipment.**

34.0 HAS-PROVIDED MAINTENANCE FACILITY

34.1 General

- 34.1.1 HAS will provide Contractor with maintenance facilities at IAH, HOU, and EFD as follows. Contractor must provide all other equipment required to perform the services under this Agreement at its sole expense.

34.2 Existing Maintenance Facilities

- 34.2.1 At the Agreement start date, HAS will provide maintenance facilities as shown in **Exhibit XVI** as follows:

34.2.1.1 George Bush Intercontinental Airport /Houston (IAH)

34.2.1.1.1 Vehicle Maintenance Shop - 18845 Colonel Fischer Drive

34.2.1.1.2 Heavy Maintenance Facility - 5051 Wright Road

34.2.1.2 William P. Hobby Airport (HOU)

Vehicle Maintenance Shop- 9014 Randolph Street

34.2.1.3 Ellington Field (EFD)

34.2.1.3.1 Vehicle Maintenance Shop - 6100 Farley Road

34.2.1.4 Vehicle Wash Facilities (IAH, HOU, and EFD)

34.2.1.4.1 IAH - (3) Three vehicle wash bays w/vacuum cleaning station - 4500 Will Clayton Pkwy at the Airport Services Complex (ASC)

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

34.2.1.4.2 HOU - (1) One vehicle wash bay w/vacuum cleaning station-
9014 Randolph Street

34.2.1.4.3 EFD - (1) One vehicle wash bay w/ vacuum cleaning station
- 6100 Farley Road

34.2.2 The shop facilities remain the property of HAS, and shall be used only for performing services related to this Agreement.

34.2.3 HAS-Provided Maintenance Facility Services

34.2.3.1 Utilities – HAS will furnish gas, electricity, water, and sewage. Any additional requirements must be at Contractor's expense.

34.2.3.2 Postal Distribution - HAS will provide internal Department mail service.

34.2.3.3 Real Property Maintenance -HAS will provide normal maintenance and repair of real property facilities. Contractor shall be responsible for interior housekeeping and janitorial maintenance. HAS will provide mowing. Contractor shall be responsible for all damages to property caused by carelessness or neglect.

34.2.3.4 Insect and Rodent Control – HAS shall provide Pest Control services.

35.0 NOTICE TO PROCEED REQUIREMENTS

35.1 Contractor shall provide fleet maintenance services specified in the agreement immediately after its Phase-In, on the date specified in the Notice to Proceed. Proposed procedures must be submitted to HAS for approval within 30 days after the Agreement Start Date.

35.2 Within thirty (30) days after the NTP, the Contractor shall submit an emergency procedures plan for the Director's approval. This plan shall contain procedures in advance for all foreseeable emergency situations including but not limited to, passenger safety, personal injuries, sickness, rowdiness, vandalism, intoxication, fire, smoke, power outage, etc.

35.3 Within thirty (30) days after the NTP, the Contractor shall certify to the Director in writing that 100% of the Contractor's employees (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-Contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by the Contractor and have commenced work under their respective Sub-contracts.

35.4 Within sixty (60) days after the NTP, the Contractor shall inspect and determine the condition of all owner-supplied shop etc. equipment. The inspection(s) will be observed by HAS at the Director's discretion. Items that are missing or are not in acceptable working condition will be recorded and submitted in writing to the Director. At the Director's sole discretion items that are missing or not in acceptable working condition may be replaced or repaired as set forth in Other Work/Services/Change Order as specified in the agreement.

35.5 Contractor shall provide to the Director a copy of the "Quality Control Program" within 60 days of Notice to Proceed.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

35.6 Contractor shall provide to the Director its training program within ninety (90) days after the Notice to Proceed.

36.0 ADDITIONS & DELETIONS

36.1 The City, by written notice from the Director to the Contractor, at any time during the term of this Agreement, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Agreement shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the Fee Schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

37.0 DEFINITIONS

As used in this RFP, the following terms have the meanings set out below:

"Acceptable" means that services and equipment performance meet or exceed the requirements of this Agreement.

"Acceptance" shall be determined by the Director and occurs when the Director determines that the unit of Work specified under the Agreement is complete and acceptable.

"Acceptable Equivalent" means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies an approved, negotiated or specified use made a part hereof.

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

"Air Operations Area (AOA)" means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

"Airport(s)" mean George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

"Approval" means the Director's final authorization for a task to commence, but does not mean the work performed is acceptable.

"Approved" means the task or completed portion thereof has been reviewed by the Director and has been found acceptable.

"Appurtenance(s)" means certain equipment mounted on vehicles or equipment that is not associated with the vehicle or equipment itself i.e., light bars, communications equipment, antennas, spotlights, lift gates, air compressors and tanks, cranes, welding equipment, safety directional arrows, rooftop air conditioners, installed shelving/bins, and pallet rollers, and items transferred to vehicles and equipment.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

"**ASC**" means the Airport Services Complex located at 4500 Will Clayton Parkway, at George Bush Intercontinental Airport/Houston.

"**Basic Services**" mean those services described in Exhibit "A" – Performance/Work Statement.

"**City**" is defined in Section I of this Agreement and includes its successors and assigns.

"**Company or Contractor**" is defined in Section I of this Agreement and includes its successors and assigns.

"**Contract or Agreement**" means the Agreement, and written amendments authorized by City Council and Contractor or change orders authorized by this Agreement between the City and Contractor whereby Contractor shall provide all specified Work in connection with the Agreement.

"**Director**" means the Director of the Houston Airport System or Designee and the City Purchasing Agent, or their designee in writing. The Agreement designates certain functions to be performed by the Director. For the purposes of the Agreement, those functions are assigned to the Assistant Director of Aviation, Technical Services Division. The Assistant Director of Aviation, Technical Service Division may delegate certain functions to other HAS employees, with the approval of the Director.

"**Early Detection**" means when performing PM or RM on a vehicle / equipment, an inspection is to be performed to determine if any other potential part failures, repairs, etc. have been identified and need to be repaired. Contractor to obtain HAS approval for additional repairs.

"**EFD**" means Ellington Airport.

"**Effective Date**" means the date the Agreement is countersigned by the City Controller.

"**Equipment**" means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.

"**Facilities** (Facilities Management, Facilities Maintenance or Facilities) is the section at HAS that has contractual oversight at each airport for the Fleet contract.

"**Furnish**" means to supply and deliver to the appropriate Airport site, ready for unloading, unpacking, assembly, installation, use, etc., as applicable in each instance.

"**Good Fleet Management Practices**" means practices generally recognized as optimum by prudent fleet operators for obtaining maximum functional and economic utility from fleet units during the period of retention.

"**HOU**" means William P. Hobby Airport.

"**Houston Airport System (HAS)**" means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Field (EFD), and the Houston Airport System Administration Buildings.

"**IAH**" means George Bush Intercontinental Airport/Houston.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

"**Maintenance Facilities**" means the shop and office facilities the City provides to the Contractor. Such facilities are provided at each of the Airports.

"**Maintenance Service**" means both Preventive Maintenance and Remedial Maintenance.

"**Manufacturer**" means the original manufacturer or producer of a part or component.

"**Notice to proceed**" means a written communication from the Director to Contractor instructing Contractor to begin performance.

"**OEM**" means the Original Equipment Manufacturer.

"**Other Service Request (OSR)**" is the form used to request Other Work/Services within the scope of this Agreement.

"**Other Work/Services**" means those services described in Exhibit "A," – Performance/Work Statement as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director's written request.

"**Parties**" means the City and Contractor, who are bound by this Agreement.

"**Preventive Maintenance (PM)**" means maintenance that is scheduled either by run time or by the calendar, to ensure proper operation of systems and equipment with durability, reliability, efficiency, and safety as the principal objectives in accordance with current OEM requirements and recommendations.

"**Provide**" means furnish and install, complete, and ready for intended use, as applicable in each instance.

"**Rebuilt Parts**" mean used parts that have been dismantled and reconstructed as necessary; all internal parts are cleaned and free from rust and corrosion; all impaired, defective, or substantially worn parts are restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing components are replaced with new, rebuilt or unimpaired used parts; and such other operations are performed as necessary to put the product in sound working condition. Rebuilt Parts must meet or exceed original manufacturer's specifications.

"**Response Time**" means the time period used by Contractor to answer and address a service request call, beginning with such call and ending when Contractor's service representatives start work on the required service.

"**Remedial Maintenance (RM)**" means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any breakdown or stoppage of equipment or system where the equipment or system is unable to perform its designed function. RM includes repairs and replacement of related components, parts, and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

"**Repair**" means to restore to good or sound working condition.

"**Safe-Operating Condition**" means it is available for the use intended, requires no remedial repair, and has up-to-date PM.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S37-T24005

"**Unit**" means any vehicle or piece of equipment as listed equipment, including that which may be added or deleted by the inclusion/exclusion notice.

"**Vehicle**" means an item or equipment mounted on wheels, tracks, runners, or rollers, which are designated for highway or land operation that derive power from a self-contained power source or designated to be towed or used in conjunction with such self-propelled equipment.

"**Vehicle Accessory and Special Equipment**" mean an item added to a vehicle to meet an operational requirement. Items may be transferred from one vehicle and installed on another vehicle when authorized by the Director. Includes spare tire racks, mirrors, horns, hydraulic tail gates, towing hitches, winches, tool boxes, utility boxes, spotlights, emergency light bars, flashing lights and beacons.

"**Work**" means all services to be provided by the Contractor as defined in this Agreement.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S37-T24005

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 a brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages.

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

4.3 Provide resumes of key personnel who will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certification and/or licenses. Proposers must provide their recommended manpower for a fleet the size of Houston Airport Systems. Proposers must provide a staffing matrix listing and describing positions, qualifications and duties for all proposed staffing. Define the specific duties and qualifications for level one, two, and three mechanics, etc.

4.5 Describe Proposer's plan in addressing staffing needs that may be required for, increased / decreased workloads, emergencies, inclement weather conditions, etc.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for fleet/vehicle and equipment maintenance services, which should include, but not be limited to the following:

5.1.1 A brief statement of the Proposers understanding of the work to be performed and detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S37-T24005

- 5.1.2 Please provide suggestions/solutions on how the services specified in this RFP can best be accomplished.
- 5.2 Completion of maintenance and return of vehicles and equipment to service is a priority to HAS. Proposer shall:
 - 5.2.1 Provide suggestions / solutions on how the Work can be maximized "onsite", in lieu of contracting out to 3rd party vendors.
 - 5.2.2 Provide a list of tools, instruments, equipment, etc; Proposer intends to supply to perform the services specified in the RFP.
- 5.3 HAS will audit Proposer's invoiced labor hours using industry's best practices. Proposer must explain their suggested labor audit procedure.
- 5.4 Define Proposer's competitive advantages for the services requested in this RFP.
- 5.5 Describe Proposer's plan for transition during phase-in. Describe Proposer's staffing strategies to insure compliance with all phase-in requirements. Describe any Fleet Maintenance Management interface that may be required.
- 5.6 Describe Proposer's process for rectifying or minimizing recurrences of quality related issues.
- 5.7 Describe how Proposer's company would manage and resolve HAS complaints. How does Proposer capture and report customer feedback?
- 5.8 Describe Proposer's Quality Assurance Program or continuous improvement process programs currently in place in Proposer's company.
- 5.9 Describe Proposer's training program including but not limited to procedures and checklists for ensuring all personnel, including newly-hired workers, are capable of performing all work required in the RFP.
- 5.10 Proposers must state how they plan to address the increase / decrease of Basic Services cost.
- 5.11 Proposers shall submit in detail their invoicing procedure based on services specified in the RFP and provide a sample copy of a monthly invoice with their proposal.
- 5.12 Proposers shall submit a program for measuring Proposers key performance indicators / performance metrics and provided methodology for calculating any incentive bonus / service credits.
- 5.13 Proposer shall describe how their company would perform Early Detection Program (EDP) for listed equipment.
- 5.14 Proposer shall describe how their company will handle warranty issues relating to parts provided by others.

6.0 Project Organization/Staffing

- 6.1 Offeror's must provide their recommended manpower for a fleet the size of Houston Airport Systems. Offeror must provide a staffing matrix listing and describing positions, qualifications and duties for all proposed staffing. Define the specific duties and qualifications for level one, two, and three mechanics.
- 6.2 Describe Offeror's contingency plan in addressing additional staffing requirements that may be required for emergencies, inclement weather conditions, etc.
- 6.3 Describe Offeror's plan for transition during phase-in.
- 6.4 Describe Offeror's staffing strategies to insure compliance with all phase-in requirements.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S37-T24005

7.0 PROPOSED EQUIPMENT:

7.1 The Offeror will provide a list of the proposed tools/instruments/ equipment/etc, including test/calibration/diagnostic equipment, tools, and supplies etc., that proposer intends to provide to perform services specified in the RFP. The list must include a description, type, size, age, etc. of the proposed equipment.

8.0 FINANCIAL STATEMENTS:

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

9.0 CONTENTS:

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

- 9.1.1 Title Page
- 9.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
- 9.1.3 Letter of Transmittal
- 9.1.4 Expertise/Experience/Qualification Statement
- 9.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
- 9.1.6 Proposed Strategy/Operational Plan
- 9.1.7 Project Organization/Staffing
- 9.1.8 Proposed Equipment (If Applicable)
- 9.1.9 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
- 9.1.10 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)
- 9.1.11 List of References and List of Proposed Subcontractors (Exhibit I)
- 9.1.12 Pricing Form/Fee Schedule (Exhibit III)
- 9.1.13 Fair Campaign Ordinance Form "A" (Exhibit V)
- 9.1.14 Affidavit of Ownership or Control (Exhibit VI)
- 9.1.15 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 9.1.16 Anti-Collusion Statement (Exhibit VIII)
- 9.1.17 Conflict of Interest Questionnaire (Exhibit IX)
- 9.1.18 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S37-T24005

9.1.19 Form 1A Pre Performance Bond (Exhibit XI)

9.1.20 Attachment 1 Proposer Questionnaire for General Instructions

9.1.21 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S37-T24005

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	Strategy and Operational Plan	30%
2.1.2	Price	25%
2.1.3	Experience/Qualifications & Reputation	20%
2.1.4	Conformance to RFP Requirements	10%
2.1.5	M-5 Capability & Experience	5%
2.1.6	Financial Strength & Stability	5%
2.1.7	MWDBE Participation – RFP Goal 8%	5%

ATTACHMENT 1
PROPOSER QUESTIONNAIRE FOR GENERAL INSTRUCTIONS
SOLICITATION NO.: S37-T24005

1. Submittal Procedure

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

2. Proposal Format

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

3. Pre-Proposal Conference

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

4. Site Visit

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

5. Additional Information and Specifications Changes

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6. Addenda & Modifications

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

7. Examination of Documents and Requirements

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

8. Post-Proposal Discussions with Proposers

Proposer full understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

9. Terms, Conditions, Limitations and Exceptions

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

10. Interpreting Specifications

Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

11. Local Minority/Women Businesses Enterprises Participation

Proposer fully understands the above requirement and complies. ___ Yes ___ No

ATTACHMENT 1
PROPOSER QUESTIONNAIRE FOR GENERAL INSTRUCTIONS
SOLICITATION NO.: S37-T24005

If "No" Explain: _____

- 12. City Contractor Ownership Disclosure Ordinance**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 13. Conflict Of Interest Questionnaire**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 14. City of Houston Fair Campaign Ordinance**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 15. Drug Detection and Deterrence Procedures for Contractors**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 16. Proposer's Qualifications**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 17. Documentation of Proposer Qualifications**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 18. Performance Bond**
Proposer full understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 19. Project Administration**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

- 20. Schedule**
Proposer fully understands the above requirement and complies. ___ Yes ___ No

If "No" Explain: _____

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S37-T24005**

THIS PAGE PURPOSELY LEFT BLANK

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S37-T24005

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.: S37-T24005

LIST OF PREVIOUS CUSTOMERS

The reference(s) must be included in the space provided below. Additional pages may be added if necessary. If references are not included in the Proposal, the Proposer shall be required to provide such references to the City of Houston within five (5) working days from receipt of written request from the City of Houston to do so. Proposer's capability and experience shall be a factor in Proposal evaluation.

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
System Description: _____

Individual to be contacted to verify reference:

Name: _____
Title: _____
Phone #: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
System Description: _____

Individual to be contacted to verify reference:

Name: _____
Title: _____
Phone #: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
System Description: _____

Individual to be contacted to verify reference:

Name: _____
Title: _____
Phone #: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
System Description: _____

Individual to be contacted to verify reference:

Name: _____
Title: _____
Phone #: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S37-T24005**

THIS PAGE PURPOSELY LEFT BLANK

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: S₃₇ .T⁴ 24005

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: S 37 .T 24005

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.: S37-T24005**

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.: S37-T24005**

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 II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: S37-T24005**

Report Period: _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT NO.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____ MWBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.						
Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 th Floor Houston, Texas 77002						

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S37-T24005

Offeror(s) must provide their recommended contract pricing structure including the labor rates per ASE certified, or equal, classification for recommended proposed technicians.

NOTE: To view or download the SAMPLE PRICE SHEET/FEE SCHEDULE, please go to our web site below where you can also obtain a copy of this RFP at:

https://purchasing.houstontx.gov/Bid_Search.aspx

Please type in T24005 in the Keywords field.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24005**

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.: S37-T24005

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.: S37-T24005**

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.: S37-T24005

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 runoff elections if such candidate is on the ballot.

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

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

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

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S37-T24005**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: _____

Firm or Company Address: _____

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

SOLE PROPRIETORSHIP

Name _____
Proprietor Address

A PARTNERSHIP

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

Name _____
Partner Address

Name _____
Partner Address

A CORPORATION

List all directors of the corporation (if none state "none"):

Name _____
Director Address

Name _____
Director Address

Name _____
Director Address

EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S37-T24005

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.: S37-T24005**

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.: S37-T24005

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 _____

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

§

§

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.: S37-T24005

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.: S37-T24005

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.: S37-T24005**

- (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.: S37-T24005**

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.: S37-T24005**

I, _____ as an owner or officer of

 _____ (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 _____.

_____ From _____ to _____ the following testing has occurred.
Initials (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.: S37-T24005**

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.: S37-T24005

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.: S37-T24005

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.: S37-T24005

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.: S37-T24005

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.: S37-T24005

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 XI
PRE-PERFORMANCE BOND
SOLICITATION NO. S37-T24005**

PERFORMANCE BOND

THE STATE OF TEXAS :

COUNTY OF HARRIS :

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$500,000.00 in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$500,000.00 is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in

**EXHIBIT XI
PRE-PERFORMANCE BOND
SOLICITATION NO. S37-T24005**

which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

**EXHIBIT XI
PRE-PERFORMANCE BOND
SOLICITATION NO. S37-T24005**

This Bond is effective on _____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this _____ day of _____, 20_____.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Contractor)

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS (SEAL)

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

REVIEWED:

Sr. Assistant City Attorney
P. O. Box 368
Houston, TX 77001-0368

**EXHIBIT XII
SAMPLE CONTRACT
SOLICITATION NO. S37-T24005**

NOTE: To view or download the Sample Contract, please go to our web site where you can also obtain a copy of this RFP at:

https://purchasing.houstontx.gov/Bid_Search.aspx

Please type in T24005 in the Keywords field.

**EXHIBIT XIII
SAMPLE EQUIPMENT LIST
SOLICITATION NO. S37-T24005**

NOTE: To view or download the Sample Equipment List, please go to our web site where you can also obtain a copy of this RFP at:

https://purchasing.houstontx.gov/Bid_Search.aspx

Please type in T24005 in the Keywords field.

**EXHIBIT XIV
COH PARTS SUPPLY CONTRACT
SOLICITATION NO. S37-T24005**

NOTE: To view or download the Parts Supply Contract, please go to our web site where you can also obtain a copy of this RFP at:

https://purchasing.houstontx.gov/Bid_Search.aspx and type

Please type in T24005 in the Keywords field.

**EXHIBIT XV
HAS ISSUED TOOLS & EQUIPMENT
SOLICITATION NO. S37-T24005**

NOTE: To view or download the HAS Issued Tools & Equipment, please go to our web site where you can also obtain a copy of this RFP at:

https://purchasing.houstontx.gov/Bid_Search.aspx and type

Please type in T24005 in the Keywords field.

EXHIBIT XVI
HAS SITE AND MAINTENANCE FACILITY LOCATION PLANS
SOLICITATION NO. S37-T24005

NOTE: To view or download the HAS Site & Maintenance Facility Location Plans, please go to our web site where you can also obtain a copy of this RFP at:

https://purchasing.houstontx.gov/Bid_Search.aspx and type

Please type in T24005 in the Keywords field.