

City of Houston



Administration & Regulatory Affairs

**CITY OF HOUSTON, TEXAS**  
NOTICE OF REQUEST FOR PROPOSAL (RFP)  
SOLICITATION NO.: S22-T24063

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

**NIGP CODE:** 975-14

**SOLICITATION DUE DATE/TIME:** Friday, September 30, 2011 at 2:30 P.M., CST

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

**DESCRIPTION:** Low or Zero Emission Vehicle Lease

	<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>PRE-PROPOSAL CONFERENCE:</b>	September 22, 2011	2:00 P.M.	SPD Conference Room # 1, Tunnel @ City Hall Annex, 900 Bagby St., Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the goods or 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:**  
S. Ray DuRousseau, C.P.M.

\_\_\_\_\_  
Name

ray.durousseau@houstontx.gov

\_\_\_\_\_  
e-mail address

*John Wells*  
\_\_\_\_\_  
City Purchasing Agent

*Sept. 7 2011*  
\_\_\_\_\_  
Date

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S22-T24063**

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**1.0 SUBMITTAL PROCEDURE:**

1.1 Seven (7) copies of the Proposal, which includes one (1) printed original signed in BLUE ink (hard copy), and additional six (6) 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 result in disqualification from the Proposal process.

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

1.4 The City of Houston and its employees 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.

2.3 Additional requirements are contained in the section entitled Proposal Outline and Minimum Content Requirements.

2.4 Cost Of Proposals – The City will not be responsible for costs incurred by anyone in the submittal of Proposals or for any costs incurred prior to the execution of a formal contract.

**3.0 PRE-PROPOSAL CONFERENCE:**

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

**4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

4.1 Requests for additional information and questions should be in writing and addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, **Ray DuRousseau**, , fax: 832.393. 8758, or e-mail (preferred method to): [ray.durousseau@houstontx.gov](mailto:ray.durousseau@houstontx.gov), ***no later than September 23, 2011 at 2:00 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.

4.2 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

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Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

**5.0 LETTER(S) OF CLARIFICATION:**

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

**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 their 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 its 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).

8.2 Please do not contact the City during the selection process to make inquiries about the progress of the selection process. Offeror will be contacted at appropriate times.

8.3 This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City; a specific scope of work, fees, insurance coverage, and other contractual matters will be determined during contract negotiations.

**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:

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- 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 the person protesting;
- 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.

**10.0 PUBLIC NATURE OF DOCUMENTS AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 10.1 Upon the Solicitation as signified by either: (a) the execution of an Agreement between the City and a Offeror(s); or (b) the decision of the City Council to pursue some other course of action, Submittals, Proposals, forms of agreements, other submissions, correspondence, meeting minutes and notes (Documents) shall be open and public in compliance with Texas law governing public records. Prior to that time, the City may release summaries of the contents of the Documents.
- 10.2 By submitting a Proposal in response to this RFP, Offeror(s) recognize and agree that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of submitted information or materials to third parties.
- 10.3 In the event that an Offeror believes that any Document it submits is confidential, proprietary or privileged, and not subject to disclosure under Texas law relating to public records, the Offeror shall clearly indicate such information by marking it as "Confidential." In the event that the City receives a written request for any Documents submitted in response to this RFP and that request includes information marked as confidential by the Offeror, the City shall notify the Offeror of the request prior to the release of the Documents and shall give the Offeror the opportunity to take whatever legal action it deems appropriate to protect information that the Offeror believes is confidential. Nothing in this paragraph or anywhere else in this RFP shall obligate the City to take any legal action, including requesting an Attorney General Opinion, to protect the confidentiality of any information submitted by any Offeror in response to this RFP.

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become the property of the City and 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 a 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 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.
- 11.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 12.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 13.0 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.
- 14.0 The selected Offeror(s) must be authorized to conduct business in the State of Texas prior to the awarding of the contract.

# GENERAL TERMS AND CONDITIONS

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### **1.0 INSURANCE:**

1.1 See 3.8 entitled “**Insurance**” in Part I of the General Specifications.

### **2.0 INSPECTIONS AND AUDITS:**

2.1 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 an agreement. Contractor shall keep its books and records available for this purpose for at least four (4) years after an agreement terminates. This requirement does not affect the applicable statute of limitations.

### **3.0 INTERPRETING SPECIFICATIONS:**

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

### **4.0 CONTRACTOR DEBT:**

4.1 **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.**

5.0 The lease shall become effective on or about **December 1, 2011** for a **term of three (3) years**.

6.0 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.

7.0 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.

8.0 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.

9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.

10.0 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.

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- 11.0 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.
- 12.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 13.0 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.
- 14.0 No Arbitration – The City will not agree to any lease that requires arbitration as a means of dispute resolution.
- 15.0 Non-Appropriation of Funds Requirement: In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City shall only be liable for the amount its governing body, City Council, appropriates and allocates to the lease/purchase agreement(s). If said allocated funds are exhausted, an awarded Vehicle Dealer's only remedy is to suspend or terminate its performance and it has no other remedy in law or equity against the City and no right to damages of any kind.

**SPECIAL TERMS AND CONDITIONS**  
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**1.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

- 1.1 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.
- 1.2 Completion of **Exhibit V** – “Affidavit of Ownership or Control” will satisfy this requirement. Failure to provide this information may be just cause for rejection of Proposal.

**2.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

- 2.1 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.
- 2.2 **Exhibit IV** of this RFP describes the contract and documentation requirements relating to this Ordinance.

**3.0 PROJECT ADMINISTRATION:**

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

**3.0 PROCUREMENT TIMELINE/SCHEDULE:**

- 3.1 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	September 9, 2011
Pre-Proposal Conference	September 22, 2011
Questions from Proposers Due to City	September 23, 2011
Proposals Due from Offeror(s)	September 30, 2011
Notification of Intent to Award ( <i>Estimated</i> )	October 7, 2011
Council Agenda Date ( <i>Estimated</i> )	November 2, 2011
Contract Start Date ( <i>Estimated</i> )	December 1, 2011

**SPECIFICATIONS/SCOPE OF WORK**  
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**PART I**

**GENERAL SPECIFICATIONS**

**FOR**

**VARIOUS TYPES OF LOW OR ZERO EMISSION VEHICLES**

**1.0 OBJECTIVE:**

- 1.1 The City of Houston is seeking proposals for up to 23, leased energy efficient low and zero emission electric vehicles (EVs).
- 1.2 To reduce the cost of operation and environmental impact from 23 vehicles within the City of Houston.
- 1.3 Lease EVs for a three year term and pay the entire lease cost upfront in one lump sum payment.
- 1.4 Have the option to purchase the EVs upon lease expiration or sooner.

**2.0 PROPOSALS:**

**3.0 Municipal Lease:**

3.1 This Request for Proposal is for the municipal lease of the electric vehicles specified in Part II: Technical Specifications.

- 3.1.1 The lease price quoted should include credit for any state or federal rebates for the purchase of electric or low emission vehicles.
- 3.1.2 The lease price should not include charges for any taxes from which the City is exempt, including, personal property, sales, use, lease or luxury taxes. The City's Texas Tax Exemption number is 1-74-600-1164-0 and the City's Federal Tax Exemption number is 74-6001164.
- 3.1.3 City shall have the option to purchase the vehicle upon the expiration of the lease for its residual market value, which should be stated in the Proposal.
- 3.1.4 City shall have the option to also purchase an extended warranty if it elects to exercise its option to purchase. The cost of the extended warranty should be stated in the Proposal.

**3.2 Award:**

- 3.2.1 Award will be made on the basis of the criteria set forth in the Evaluation and Selection Process, quantity and availability (capable of delivery by 12-31-11) submitted for the specified electric vehicles and meeting all specifications.
- 3.2.2 The City reserves the right to award all 23 vehicles to one Offeror, divide the total sought among two or more Offerors, or make no award to any Offeror. The City reserves the right to select different types or categories of vehicles meeting city specifications to meet the different and varied needs of one or more City departments.

**3.3 Municipal Lease Financing Payment Agreement:**

3.3.1 The projected term of the lease shall be for three (3) years with a one-time lump sum lease payment.

**3.3.2 Annual Mileage Allowance**

3.3.2.1 The annual mileage allowance for each vehicle leased in this agreement may not be less than 15,000 miles.

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- 3.3.2.2 The annual mileage allowance may be more than the above minimum or unlimited.
- 3.3.2.3 Proposers shall provide any per-mile charge per vehicle for mileage that exceeds the annual mileage allowance specified in 2.3.2.1 above.
- 3.3.3 The specified electric vehicles shall be titled at the beginning of the lease/purchase agreement to the City of Houston with the awarded Vehicle Dealer as the First Lien Holder.
- 3.3.4 Lease payments shall be processed to the awarded Vehicle Dealer (Lessor) by the City of Houston (Lessee).
- 3.3.5 **Delivery, Acceptance and Payments:**
- 3.3.5.1 The City of Houston shall provide a written notice of delivery and acceptance to the awarded Vehicle Dealer upon delivery and acceptance of each of the specified vehicle(s).
- 3.3.5.2 The City of Houston, upon delivery and acceptance of the specified vehicle(s), shall process the first annual lease/purchase payment upon receipt of the awarded Vehicle Dealer's invoice(s) and all subsequent payments, if any, shall be made upon the receipt of the awarded Vehicle Dealer's invoices.
- 3.3.5.3 All lease/purchase payments shall be made within thirty (30) calendar days after the City of Houston's receipt and acceptance of the specified vehicles or the receipt and approval of the awarded Vehicle Dealer's invoice(s), whichever occurs later.
- 3.3.6 **Prepayment of Agreement:**
- 3.3.6.1 The City of Houston shall have the right to prepay the agreement without penalty.
- 3.3.6.2 The City of Houston shall provide a thirty (30) calendar day written notice to the awarded Vehicle Dealer of its intent to prepay the agreement and request an invoice(s) in the amount of the unamortized balance.
- 3.4 **Return of Vehicle(s):**
- 3.4.1 Vehicle(s) shall be returned by the City of Houston to an awarded Vehicle Dealer's facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties: Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller).
- 3.5 **Vehicle(s) Usage and Maintenance:**
- 3.5.1 The City of Houston will operate the vehicles in a manner as intended by the vehicle manufacturer.
- 3.5.2 The City of Houston shall be responsible for all routine maintenance and any required repairs, excluding those that are covered by the vehicle manufacturer's warranty or mandatory or voluntary recall.
- 3.6 **Alterations to Vehicles:**
- 3.6.1 The City shall not make any alterations, additions or improvements to the vehicle(s), without the awarded Vehicle Dealer's prior written consent.
- 3.7 **Location and Inspection of Vehicles:**
- 3.7.1 The permanent base for these vehicles shall be at various City of Houston facilities and the vehicles shall be made available for the awarded Vehicle Dealer's inspection with prior written notification to the City of Houston.
- 3.7.2 Inspections may be conducted on normal City of Houston business work days, between the hours of 9:00 a.m. and 3:00 p.m.

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- 3.8 **Insurance:** The City of Houston shall provide and maintain Commercial Automobile Insurance for each delivered leased vehicle during the term of the lease for the following minimum types and amounts of coverage.
- 3.8.1 Liability. \$500,000 combined single limit each accident.
- 3.8.2 Physical Damage. Comprehensive, including fire and extended coverage and Collision.
- 3.8.3 Deductibles. The City of Houston shall be responsible for and pay any claims or losses to the extent of a \$1,000 deductible.
- 3.8.4 Cancellation. The City of Houston shall give 30 days written notice to the awarded Vehicle Dealer if its insurance policy is cancelled, materially changed or non-renewed.
- 3.8.5 Primary Insurance. The City of Houston insurance is primary to any other insurance available to the awarded Vehicle Dealer.
- 3.8.6 Loss Payee and Additional Insured. The awarded Vehicle Dealer will be named as loss payee and additional insured on the City of Houston insurance policy.
- 3.9 Risk of Loss, Damage or Destruction:
- 3.9.1 To the extent of its insurance coverage, the City of Houston shall assume risk for any vehicle damaged and shall repair or have vehicle repaired and returned to service and no such damage or loss of use shall relieve the City of Houston of its obligation to make lease/purchase payments as scheduled/required in the lease agreement.
- 3.9.2 In the event of total loss or damage of any vehicle, the awarded Vehicle Dealer shall look solely to City's insurance coverage, plus any deductibles, for compensation.
- 3.10 **Assignment:**
- 3.10.1 The City of Houston shall not assign, transfer, pledge, grant any security interest or otherwise dispose of this lease or the vehicle without first receiving the awarded Vehicle Dealer's written consent.
- 3.10.2 The City of Houston will not lend these vehicles or permit them to be used by anyone other than City of Houston employees.
- 3.11 **Governing Law:**
- 3.11.1 This lease agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.
- 4.0 Vehicle(s) [Unit(s)] Proposed:**
- 4.1 The unit(s) offered/proposed shall be new, manufacturer's latest make and model in current production as offered to commercial trade and shall be furnished complete with all factory-installed standard equipment and accessories listed in the manufacturer's latest literature for the respective unit and any additional optional equipment as may be defined in the detailed Technical Specifications.
- 4.2 The Offeror, by affixing its signature on the Offer Form offers to furnish the vehicle(s) as specified herein in accordance with these specifications and all provisions set forth in RFP. As such, it is the Offeror's responsibility to adhere to these specifications. **Any exceptions or conditions to the specifications set forth in the RFP documents will deem the proposal non-responsive, and the proposal may be rejected.**
- 4.3 The unit(s) proposed shall be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of Proposal submittal. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).

# SPECIFICATIONS/SCOPE OF WORK

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4.4 The City of Houston requires that the unit(s) proposed be the lowest emission unit(s), i.e. Nitrogen Oxides (NOx) and Fine Particulate Matter (PM) without increasing Hydrocarbons (HC), available on the market for the specified equipment. The emission standards established by the EPA shall be considered only as minimum standards. In the absence of EPA standards or if California Air Resources Board (CARB) standards provide lower emissions, CARB standards will be considered as the minimum if the specified unit and any required fuel is available to the City of Houston. Federally regulated engines must be covered by an EPA-issued Certificate of Conformity certifying the engine to be in compliance with federal emission standards and the Offeror shall provide the Certificate of Conformity with their proposal or within three calendar days from the written request of the City. EPA emission label must be affixed to the vehicle and/or engine and be readily visible.

4.5 Units provided shall not have any decal, plate, sign, stencil, stamping, molding, or marking of any type pertaining to advertisement other than trademarks, trade names, or model designation normally installed by the manufacturer on equipment delivered to the City of Houston. No accessory item furnished on equipment shall advertise the name of the Offeror.

### **5.0 Technical Literature:**

5.1 To evaluate the Proposals, the evaluation committee or Fleet Management Department may require product literature and specification sheets. Technical literature may be provided with the Proposal submittal but is not required. However, the City reserves the right to request and require literature and/or clarifications, as needed, after receipt of the Proposal.

### **6.0 Warranty:**

6.1 A minimum three (3) year manufacturer's warranty on both materials and workmanship shall be provided. Any and all documents necessary to effect warranty shall be properly applied for and submitted on or before vehicle delivery. The manufacturer's warranty shall be honored by any of the manufacturer's authorized dealers and a complete copy shall be provided at the time of delivery. When additional warranties are available as standard, they shall be included as a part of the proposal for the benefit of the City.

6.2 Additional warranties, if required, are listed in the Technical Specifications for each item.

6.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Offeror must warrant:

6.3.1 That all items are new and free of defects in title, design, material and workmanship.

6.3.2 That each replacement item is new, in accordance with original equipment.

6.3.3 That no item or its use infringes any trademark, patent, copyright or proprietary right.

6.4 The Contractor's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.

6.5 Any warranty work shall be completed without cost to the City. Contractor shall be responsible for all shipping and/or freight expense from the City's designated location to the Contractor's facility for all warranty repair and/or maintenance and return to the City's designated location.

6.6 Contractor shall provide a Manufacturer's Authorized Facility located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller) for all warranty and maintenance service.

### **7.0 Licenses and Permits:**

7.1 The Offeror must adhere to all applicable federal, state as well as local laws and regulations. It is the Offeror's responsibility to acquire all necessary licenses and permits required by law.

## SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: S22-T24063

- 7.2 The Offeror shall be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections shall be the responsibility of the Offeror and not the City of Houston.
- 7.3 At the time of delivery to the City of Houston, the Offeror shall be required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.
- 7.3.1 The City of Houston will provide the necessary documents and forms for the Offeror to file with Harris County for exempt plates.
- 7.4 TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301 (Formerly known as "The Texas Motor Vehicle Commission Code"):
- 7.4.1 Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1) engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.
- 7.4.2 Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.
- 7.4.3 **The Act of Submitting a Proposal is regarded as doing business, as the entity is soliciting a sale.** Accordingly, each proposer must be a **licensed franchised dealer** at the time the proposal is submitted.
- 8.0 Delivery/Inspection:**
- 8.1 The item(s) specified herein, with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.
- 8.2 The Offeror will be expected to notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Offeror as to the date, time and location of authorized delivery/location. An authorized representative of the Offeror will be expected to supervise delivery to the City. The City will not assume any liability for any vehicle/equipment delivered to an unauthorized location and/or any vehicle/equipment delivered but not accepted by the City.
- 8.3 Documentation at time of Delivery:**
- 8.3.1 The Offeror will be expected to provide the following documentation **per purchase order** upon delivery:
- 8.3.1.1 Copy of purchase order(s) and invoice(s).
- 8.3.1.2 Temporary paper license tags/plates paperwork for vehicles being delivered.
- 8.3.1.3 Warranty policy(ies) and/or certifications as may be required in the Specifications.
- 8.3.1.4 Parts, service, operator and maintenance manual(s) as may be required in the Technical Specifications.
- 8.3.2 City of Houston will provide completed Application for Texas Certificate of Title, Application for Standard Texas Exempt License Plate, and Leased Vehicle Affidavit.
- 8.4 Vehicle battery must be at least 50% charged when delivered. If vehicle uses gasoline, tank must also be at least one-half full when delivered.
- 8.5 Vehicle must have been undergone state required inspection and display decal indicating it passed inspection.

**SPECIFICATIONS/SCOPE OF WORK  
SOLICITATION NO.: S22-T24063**

**PART II**

**TECHNICAL SPECIFICATIONS**

**FOR**

**VARIOUS TYPES OF LOW AND ZERO EMISSION VEHICLES**

**1.0 GENERAL: ELECTRIC COMPACT 2-DOOR OR 4-DOOR AUTOMOBILE:**

- 1.0.1 It is the intent of these specifications to describe a 2-door or 4-door low or zero emission automobile for the City of Houston's Fleet Management Department that relies solely on electric power for at least the first 25 to 50 miles. This electric automobile will be used by the department as a downtown pool vehicle for City departments.
- 1.0.2 Vehicle driving distance on a single charge shall be a range of 25 to 120 miles, depending upon driver and driving conditions.
  - 1.0.2.1 The automobile's electric mode (battery-powered) range with a fully-charged battery shall be at least 25-50 miles without the need for any on-board recharging with a gasoline powered system.
  - 1.0.2.2 The automobile's extended range mode (gasoline-powered) will extend the vehicle's driving range to a total vehicle range of approximately 365–390 miles until the vehicle is recharged or refueled.
  - 1.0.2.3 Preference will be given for 100% electric (no gasoline required) automobiles.
- 1.0.4 The vehicle shall be designed to achieve a top speed of at least 60 mph.
- 1.0.5 Wheelbase shall be a minimum of 70-inches.
- 1.0.6 The vehicle shall be full crash-tested in accordance to the National Highway Traffic Safety Administration.
- 1.0.7 The vehicle shall transport two to four passengers.
- 1.0.8 The vehicle shall have full dealer preparation and be ready for service when delivered.

**1. A VEHICLE SPECIFICATIONS:**

**1.1. MECHANICAL:**

- 1.1.1 Drive System
  - 1.1.1.1 Minimum 20 kW AC synchronous electric motor
  - 1.1.1.2 Rechargeable lithium-ion battery pack, 16kW-hr
  - 1.1.1.3 Optional: Onboard 3.3 kW charger
  - 1.1.1.4 120-Volt portable charging cable
  - 1.1.1.5 Charging Level Provisions: Level 1 (110V) and Level 2 (240V)
  - 1.1.1.6 Optional: gasoline engine no larger than 1.4L that recharges batteries for extended range.
- 1.1.2 Automatic Transmission
- 1.1.3 Brakes

<p style="text-align: center;"><b>SPECIFICATIONS/SCOPE OF WORK</b> <b>SOLICITATION NO.: S22-T24063</b></p>
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- 1.1.3.1 Four-wheel power-assisted front vented and rear disk brakes
- 1.1.3.2 Regenerative brakes
- 1.1.3.3 Four-wheel anti-lock braking system (ABS)
- 1.1.3.4 Electronic brake force distribution
- 1.1.3.5 Brake Assist
- 1.1.3.6 Parking brake
- 1.1.4 Electric power-assisted rack and pinion steering
- 1.1.5 SAE J1772 plug in receptacle for charging at either 120 or 240 VAC
- 1.1.6 Automatic Traction Control if available

1.2 **EXTERIOR:**

- 1.2.1 Manufacturer's standard white body color
- 1.2.2 Body-color front and rear bumpers
- 1.2.3 Body-color dual power outside mirrors
- 1.2.4 Tinted glass
- 1.2.5 Charge-door release
- 1.2.6 Manufacturer's OEM wheels and tires
- 1.2.7 Radio Antenna
- 1.2.8 All lights and reflectors required by TXDOT

1.3 **INTERIOR:**

- 1.3.1 Two sets of keys and remote keyless entry devices.
- 1.3.2 Two sets of keys if available.
- 1.3.2 Air Conditioning
- 1.3.3 Automatic Temperature Control
- 1.3.4 Odometer
- 1.3.5 Power door locks with auto-locking feature
- 1.3.6 Power windows with driver's one touch auto up/down feature
- 1.3.7 Tilt steering column
- 1.3.8 Variable intermittent windshield wipers
- 1.3.9 Auxiliary 12-volt DC power outlet

**SPECIFICATIONS/SCOPE OF WORK**  
**SOLICITATION NO.: S22-T24063**

1.3.10 AM/FM/CD radio audio system

1.3.11 Manufacturer's carpeted front and rear floor mats

1.4 **SEATING:**

1.4.1 Minimum 2-passenger seating capacity

1.4.2 Adjustable driver and front-passenger's seats

1.4.3 Split fold-down rear seats (if applicable)

1.4.4 Manufacturer's darkest-color available cloth seats

1.5 **TELEMETRIC TECHNOLOGY**

1.5.1 Navigation System

1.5.2 A system allowing for remote connection to vehicle

1.5.2.1 Monitor battery state of charge/charging status

1.5.2.2 Start vehicle charging event

1.5.2.3 Activate heating and air conditioning systems

1.6 **SAFETY AND SECURITY:**

1.6.1 Air Bag System with front air bags with seat-belt and occupant-classification sensors

1.6.2 Driver and front-passenger seat-mounted side-impact supplemental air bags

1.6.3 Curtain side-impact supplemental air bags for front-seat outboard occupant head protection

1.6.4 If there is a rear seat, curtain side-impact supplemental air bags for rear-seat outboard occupant head protection.

1.6.5 3-point seat belts for all seating positions

1.6.6 Front seat belts with pretensioners and load limiters

1.6.7 Front-seat height-adjustable headrests

1.6.8 If there is a rear-seat, height-adjustable headrests

1.6.9 Energy-absorbing steering column

1.6.10 Zone body construction with front and rear crumple zones

1.6.11 Tire Pressure Monitoring System

1.6.12 Vehicle Immobilizer System

1.6.13 Vehicle Security System

1.6.14 Automatic Vehicle Stability Control

1.7 **MANUFACTURER'S WARRANTY:**

**SPECIFICATIONS/SCOPE OF WORK**  
**SOLICITATION NO.: S22-T24063**

1.7.1 Basic Coverage shall be is three years/36,000 miles.

1.7.2 Powertrain Coverage shall be five years/60,000 miles.

1.7.3 The Battery Pack Coverage shall be eight years/100,000 miles.

**1.8 OPERATIONAL MANUALS:**

1.8.1 One set of operational manuals shall be provided with each vehicle delivered.

**1.9 DELIVERY:**

1.9.1 Unit(s) as specified herein, with delivery ticket, copy of original invoice and other required documents and manuals, if required, shall be delivered Prepaid F.O.B. DESTINATION POINT, to the Houston, TX location indicated on individual City of Houston Purchase orders expeditiously as possible but by no later than **December 15, 2011.**

1.9.2 Vehicle battery must be at least 50% charged when delivered. If vehicle uses gasoline, tank must also be at least one-half full when delivered.

1.9.3 Vehicle must have been undergone state required inspection and display decal indicating it passed inspection.

**1.10 TRAINING:**

1.10.1 The awarded dealer shall provide overview training, which includes operation, inspection and safety procedures, in as many as four separate sessions to City maintenance shop employees at various City facilities at no additional cost to the City.

1.10.2 The awarded dealer shall notify the City when manufacturer-approved mechanical training becomes available.

# **PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS**

## **SOLICITATION NO.: S22-T24063**

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/lump sum lease payment for the each vehicle type (Item Nos. 1, 2 & 3) offered/proposed.

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 LICENSES:**

4.1 License(s) required by Texas Occupations Code, Title 14, Chapter 2301.

### **5.0 QUANTITY AND TYPE(S) OF VEHICLES PROPOSED:**

5.1 Provide a list of vehicle types (Item Nos. 1, 2 & 3) and quantity of each that the offer/proposer is capable of delivering to the City by December 31, 2011.

### **6.0 CONTENTS:**

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

6.1.1 Title Page

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

6.1.3 Letter of Transmittal

6.1.4 Proposed vehicle type(s) and quantity of each.

6.1.5 Two copies of proposed Motor Vehicle Lease Agreement – Single Payment

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

**PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS**  
**SOLICITATION NO.: S22-T24063**

- 6.1.7 Sample Pricing Form/Fee Schedule (Exhibit III)
- 6.1.8 Fair Campaign Ordinance Form "A" (Exhibit IV)
- 6.1.9 Affidavit of Ownership or Control (Exhibit V)
- 6.1.10 Anti-Collusion Statement (Exhibit VI)
- 6.1.11 Conflict of Interest Questionnaire (Exhibit VII)
- 6.1.12 Requested Information Outlined in the Scope of Work/Specifications and Other Additional Relevant/Supporting Information or Alternate Proposals

<h1 style="margin: 0;">EVALUATION AND SELECTION PROCESS</h1> <h2 style="margin: 0;">SOLICITATION NO.: S22-T24063</h2>
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**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. The City may select different types or categories of vehicles meeting city specifications, and is not limited to leasing and/or purchasing all vehicles from a single vendor.

**3.0 EVALUATION CRITERIA:**

3.1 Each Proposal will be evaluated on the basis of the following weighted evaluation criteria that are listed in order of importance below:

3.1.1	Lease and Option to Purchase Price	<b>40 (Maximum Points)</b>
3.1.2	Capacity to Deliver Vehicle by Dec. 15, 2011	<b>15 (Maximum Points)</b>
3.1.3	Range in all-electric mode (can only award one category)	<b>10 (Maximum Points)</b>
	3.1.3.1 Less than or equal to 50 miles, or	5
	3.1.3.2 Greater than 50 miles	10
3.1.4	Total range without recharging or refueling	<b>10 (Maximum Points)</b>
	3.1.4.1 Up to 90 miles	3
	3.1.4.2 Between 90 and 120 miles	6
	3.1.4.3 Over 390 miles	10
3.1.5	Ability to meet specific needs of department leasing	<b>10 (Maximum Points)</b>
3.1.6	Lack of exceptions to minimum requirements of RFP	<b>6 (Maximum Points)</b>
3.1.7	Onboard 3.3 kW charger	<b>3 (Maximum Points)</b>
3.1.8	Power train warranty	<b>2 (Maximum Points)</b>
	3.1.8.1 Five years or 60,000 miles (minimum requirement)	1
	3.1.8.2 Five years or 100,000 miles	2
3.1.9	Automatic traction control	<b>2 (Maximum Points)</b>
3.1.10	Annual mileage allowance up to 20,000 miles or unlimited	<b>2 (Maximum Points)</b>
	<b>TOTAL POINTS</b>	<b><u>100</u></b>

3.2 The City may evaluate each offer in multiple categories in order to best match the Offer with the different and varied needs of one or more City departments.

**EXHIBIT I – OFFER AND SUBMITTAL**  
**SOLICITATION NO.: S22-T24063**

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 II – REFERENCES**  
**SOLICITATION NO.: S22-T24063**

**LIST OF PREVIOUS CUSTOMERS**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE

## SOLICITATION NO.: S22-T24063

**NOTE: THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER OF THE VEHICLE OFFERED SHALL BE DESIGNATED IN THE SPACE(S) PROVIDED BELOW.**

<b>Item No. 1</b>	<b>SERIES 355E-ZEV, ALL ELECTRIC (EV), COMPACT, 4-DOOR AUTOMOBILE, ZERO EMISSION (ZEV)</b>				
	<b>MANUFACTURER:</b> _____				
	<b>MODEL:</b> _____				
Item	THREE YEAR LEASE TERM	Qty Requested	Qty Offered	Unit Amount	Total Amount
A	<b>VEHICLE PRICE</b>			\$ _____	\$ _____
B	<b>ADDITIONAL CHARGES, IF ANY</b> <i>(Must be Itemized and Included with Proposal)</i>			\$ _____	\$ _____
C	<b>TOTAL GROSS CAPITALIZED COST</b> <i>(Item A plus Item B):</i>			\$ _____	\$ _____
D	<b>CAPITALIZED COST REDUCTION</b> <i>(Must be Itemized and Included with Proposal and Include any Rebates or Non-Cash Credits)</i>			(\$ _____)	(\$ _____)
E	<b>ADJUSTED CAPITALIZED COST</b> <i>(Item C less Item D):</i>			\$ _____	\$ _____
F	<b>VEHICLE RESIDUAL VALUE</b>			(\$ _____)	(\$ _____)
G	<b>VEHICLE DEPRECIATION AMOUNT</b> <i>(Item E Less Item F)</i>			\$ _____	\$ _____
E	<b>ADDITIONAL CHARGES, IF ANY</b> <i>(Must Be Itemized and Included with Proposal)</i>			\$ _____	\$ _____
	<b>ONETIME TOTAL LEASE PAYMENT</b> <i>(Item G Plus Item E)</i>			\$ _____	\$ _____
	<b>PER MILE CHARGE PER VEHICLE FOR ANY EXCESSIVE MILEAGE</b>			\$ _____	

**EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE**  
**SOLICITATION NO.: S22-T24063**

Item No. 2	<b>SERIES 356E-LEV HYBRID ELECTRIC/GAS, COMPACT 4-DOOR AUTOMOBILE, LOW OR ZERO EMISSION</b>				
	<b>MANUFACTURER:</b> _____				
	<b>MODEL:</b> _____				
Item	<b>THREE YEAR LEASE TERM</b>	Qty Requested	Qty Offered	Unit Amount	Total Amount
A	<b>VEHICLE PRICE</b>			\$ _____	\$ _____
B	<b>ADDITIONAL CHARGES, IF ANY</b> <i>(Must be Itemized and Included with Proposal)</i>			\$ _____	\$ _____
C	<b>TOTAL GROSS CAPITALIZED COST</b> <i>(Item A plus Item B):</i>			\$ _____	\$ _____
D	<b>CAPITALIZED COST REDUCTION</b> <i>(Must be Itemized and Included with Proposal and Include any Rebates or Non-Cash Credits)</i>			(\$ _____)	(\$ _____)
E	<b>ADJUSTED CAPITALIZED COST</b> <i>(Item C less Item D):</i>			\$ _____	\$ _____
F	<b>VEHICLE RESIDUAL VALUE</b>			(\$ _____)	(\$ _____)
G	<b>VEHICLE DEPRECIATION AMOUNT</b> <i>(Item E Less Item F)</i>			\$ _____	\$ _____
E	<b>ADDITIONAL CHARGES, IF ANY</b> <i>(Must Be Itemized and Included with Proposal)</i>			\$ _____	\$ _____
	<b>ONETIME TOTAL LEASE PAYMENT</b> <i>(Item G Plus Item E)</i>			\$ _____	\$ _____
	<b>PER MILE CHARGE PER VEHICLE FOR ANY EXCESSIVE MILEAGE</b>			\$ _____	

**EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE**  
**SOLICITATION NO.: S22-T24063**

<b>Item No. 3</b>	<b>SERIES 348E-ZEV, ALL ELECTRIC (EV), 2-DOOR AUTOMOBILE, ZERO EMISSIONS (ZEV)</b>				
	<b>MANUFACTURER:</b> _____				
	<b>MODEL:</b> _____				
<b>Item</b>	<b>THREE YEAR LEASE TERM</b>	<b>Qty Requested</b>	<b>Qty Offered</b>	<b>Unit Amount</b>	<b>Total Amount</b>
A	<b>VEHICLE PRICE</b>			\$ _____	\$ _____
B	<b>ADDITIONAL CHARGES, IF ANY</b> <i>(Must be Itemized and Included with Proposal)</i>			\$ _____	\$ _____
C	<b>TOTAL GROSS CAPITALIZED COST</b> <i>(Item A plus Item B):</i>			\$ _____	\$ _____
D	<b>CAPITALIZED COST REDUCTION</b> <i>(Must be Itemized and Included with Proposal and Include any Rebates or Non-Cash Credits)</i>			(\$ _____)	(\$ _____)
E	<b>ADJUSTED CAPITALIZED COST</b> <i>(Item C less Item D):</i>			\$ _____	\$ _____
F	<b>VEHICLE RESIDUAL VALUE</b>			(\$ _____)	(\$ _____)
G	<b>VEHICLE DEPRECIATION AMOUNT</b> <i>(Item E Less Item F)</i>			\$ _____	\$ _____
E	<b>ADDITIONAL CHARGES, IF ANY</b> <i>(Must Be Itemized and Included with Proposal)</i>			\$ _____	\$ _____
	<b>ONETIME TOTAL LEASE PAYMENT</b> <i>(Item G Plus Item E)</i>			\$ _____	\$ _____
	<b>PER MILE CHARGE PER VEHICLE FOR ANY EXCESSIVE MILEAGE</b>			\$ _____	

**NOTE (THIS IS A SAMPLE PRICE SHEET): OFFERORS PLEASE CUSTOMIZE YOUR PRICE SHEET TO REFLECT THE PRICE OF YOUR PROPOSAL.**

## EXHIBIT IV – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: S22-T24063

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

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

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

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

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



**EXHIBIT IV – FORM “A”: FAIR CAMPAIGN  
SOLICITATION NO.: S22-T24063**

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 V: CONTRACTOR OWNERSHIP  
DISCLOSURE ORDINANCE  
SOLICITATION NO.: S22-T24063**

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 V: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S22-T24063**

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 V: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S22-T24063**

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 V: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S22-T24063**

**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 VI – ANTI-COLLUSION STATEMENT**  
**SOLICITATION NO.: S22-T24063**

**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 VII – CONFLICT OF INTEREST QUESTIONNAIRE**

### **SOLICITATION NO.: S22-T24063**

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

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

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

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

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

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

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

# EXHIBIT VII – CONFLICT OF INTEREST QUESTIONNAIRE

## SOLICITATION NO.: S22-T24063

### CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

For vendor or other person doing business with local governmental entity

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

