

<p>STRATEGIC PURCHASING DIVISION</p>	<p>CITY OF HOUSTON, TEXAS NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: S10-T24681</p>	<p><i>"PARTNERING TO BETTER SERVE HOUSTON"</i></p>
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NIGP CODE: 918-43

SOLICITATION DUE DATE/TIME: AUGUST 22, 2013 at 2:00 P.M., CST

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

DESCRIPTION: CONSULTING SERVICES FOR WASTE
CHARACTERIZATION/COMPOSITION STUDY
FOR THE CITY OF HOUSTON

PRE-PROPOSAL CONFERENCE:	<table border="0"> <tr> <td><i>Date</i></td> <td><i>Time</i></td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> </table>	<i>Date</i>	<i>Time</i>	N/A	N/A	<i>Location</i> N/A
<i>Date</i>	<i>Time</i>					
N/A	N/A					

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.

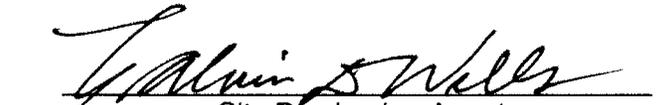
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Solicitation Contact Person:
Greg Hubbard

Name

Greg.Hubbard@houstontx.gov

E-Mail Address



City Purchasing Agent

July 26, 2013

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

- 1.1 Six (6) copies of the Proposal, including one (1) printed original signed in BLUE ink, along with two (2) electronic CD copies to be submitted in a sealed envelope bearing the Proposer's name, address, Solicitation Number and RFP name (S10-T24681 for Waste Characterization/Composition Study) to:

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

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

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in blue ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please **do not** submit Proposals in plastic binders.
- 2.3 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.
- 2.4 A Proposer may withdraw its proposal at any time before the expiration of the time for submission of Proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.0 NON-CONFORMING PROPOSAL:

- 3.1 A Proposal shall be prepared and submitted in accordance with the provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a Proposal may be sufficient grounds for non-acceptance of the Proposal, at the sole discretion of the City.

4.0 DISQUALIFICATION:

- 4.1 Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposal without further consideration:
- 4.1.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this Proposal;
- 4.1.2 Any attempt to improperly influence any member of the evaluation team;
- 4.1.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 4.1.4 Evidence of incorrect information submitted as part of the Proposal;
- 4.1.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the Proposal; and
- 4.1.6 Proposer's default under any previous Agreement with the City, which results in termination of the Agreement.

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5.0 FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL:

5.1 In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirement(s):

5.1.1 The Proposer(s) may not have any delinquent taxes outstanding to the City of Houston (Exhibit VI).

6.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

6.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, Greg Hubbard, telephone: 832.393.8748, fax: 832.393. 8759, or e-mail (preferred method) to: Greg.Hubbard@houston.tx.gov, no later than Thursday, August 1, 2013 by 3:00 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.

7.0 LETTER(S) OF CLARIFICATION:

7.1 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.

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

7.3 The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

8.0 EXAMINATION OF PROPOSAL DOCUMENTS AND REQUIREMENTS:

8.1 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.

8.2 The submission of a Proposal shall be deemed a representation and certification by the Proposer that they:

8.2.1 Have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted;

8.2.2 Represent that all information contained in the proposal is true and correct;

8.2.3 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this Proposal; and

18.2.4 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

8.3 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.

8.4 No request for modification of the Proposal will be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

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9.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 9.1 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.
- 9.2 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.

10.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

- 10.1 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).

11.0 PROTEST:

- 11.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.
- 11.1.1 A protest shall include the following:
- 11.1.1.1 The name, address, e-mail, and telephone number of the protester;
 - 11.1.1.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 11.1.1.3 Identification of the RFP description and the RFP or contract number;
 - 11.1.1.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 11.1.1.5 The desired form of relief or outcome, which the protester is seeking.

12.0 NO CONTACT PERIOD:

- 12.1 Neither Offeror(s) nor any person acting on Offeror(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Offeror's formal response to the solicitation, communications publicly made during the official pre-proposal conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Offeror(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Offeror. However, nothing in this paragraph shall prevent an Offeror from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror shall 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 shall 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) is estimated to be effective on **October 18, 2013** for a term of one (1) year. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof for the purpose of follow-up studies.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S10-T24681

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail;

2.1.2 the basis on which indemnification may be due; and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

3.0 INSURANCE REQUIREMENTS:

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

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

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

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- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 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.

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- 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 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**

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WAIVES ANY RECOURSE THEREFOR.

8.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:

8.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **24%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good-faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

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

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all Respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

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

6.0 HIRE HOUSTON FIRST:

- 6.1 **Designation as a City Business or Local Business**

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

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

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

6.1.3 Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center, 611 Walker, Lobby Level, Houston, TX 77002 (832) 393-0954 (or) Applications may be submitted by e-mail to houstonBSC@houstontx.gov or faxed to 832.393.0650, or Applications may be submitted with Proposal response.

6.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative-- Pursuant to Chapter 15 of the City Code of Ordinances**

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

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

7.0 PROJECT ADMINISTRATION:

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the solicitation contact person listed on page one of this document.

8.0 PROCUREMENT TIMELINE/SCHEDULE:

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

<u>EVENT:</u>	<u>DATE:</u>
Date of RFP Issued	July 26, 2013
Questions from Proposers Due to City	August 1, 2013 (3 p.m. CST)
Answers to Questions Provided Online	August 8, 2013 (4 p.m. CST)
Proposal Due Date	August 22, 2013 (2 p.m. CST)
Finalists Identified and Interviews Scheduled	September 12-18, 2013
Notification of Intent to Award (<i>Estimated</i>)	September 20, 2013
Council Agenda Date (<i>Estimated</i>)	October 9, 2013
Contract Start Date (<i>Estimated</i>)	October 18, 2013

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1.0 INTRODUCTION:

1.1 The City of Houston is seeking Proposals from qualified firms to provide Consulting Services for a Waste Characterization/Composition Study. The required services and performance conditions are described in the Scope of Work.

2.0 PURPOSE AND BACKGROUND:

2.1 This Request for Proposals (RFP) has been issued so that the City of Houston (City) can procure a Consultant that will develop the City's waste characterization/composition information and help plan for future programs that will move toward the City's "One Bin for All" goals and objectives. The last City of Houston stand-alone waste characterization study was performed over eight years ago. No recent City waste composition studies have been completed; however, in 2005, the City participated in the Houston Galveston Regional waste characterization study.

2.2 Key objectives for the City of Houston with the "One Bin for All" project are:

- 2.2.1 Provide valuable data to Proposers of the One Bin long-term MBTARR contract;
- 2.2.2 Transform the relationship between municipal solid waste (MSW) and resource recovery;
- 2.2.3 Provide the City with access to a substantial increase (14% to 55%) in the volume of valuable resources for recovery, eliminating all distinctions between "trash" and "recycling" within the first year following acceptance of equipment and facility;
- 2.2.4 Allow every residence to put all of their discarded materials into one bin.
- 2.2.5 Decrease the volume of waste sent to landfills by recovering more materials;
- 2.2.6 Allow technology and new process systems to sort household materials more effectively than humans;
- 2.2.7 Provide the highest guaranteed diversion rate for City R-MSW materials (minimally an initial 55% Diversion Rate in the first year of operation, and reaching a 75% Diversion Rate in Year-2 and after);
- 2.2.8 Reduce GHG emissions (most significantly methane) by diverting massive amounts of organic material into feedstocks, thereby improving air quality;
- 2.2.9 Reduce City MSW costs through reduced charges and revenue sharing;
- 2.2.10 Increase the net jobs that result from managing R-MSW in this way, as compared to the current method of primarily transferring and disposing of R-MSW in landfills; and
- 2.2.11 Secure through a Service Agreement, a developer(s) with key team members that include design, equipment, finance, construction firms, and a commitment to meet the City's MWBE goals for execution and long-term operation of the Center.

2.2 When the last waste characterization study was performed (late 2005), the City's diversion rate was very low. Therefore, in 2012 the estimated diversion rate for single-family residences was estimated at 19%. In order to assess the current waste stream being disposed and to plan for the "One Bin for All" program, and the necessary education and outreach that will be required to move the City toward a 75% diversion objective, a City-based waste characterization/composition study is needed.

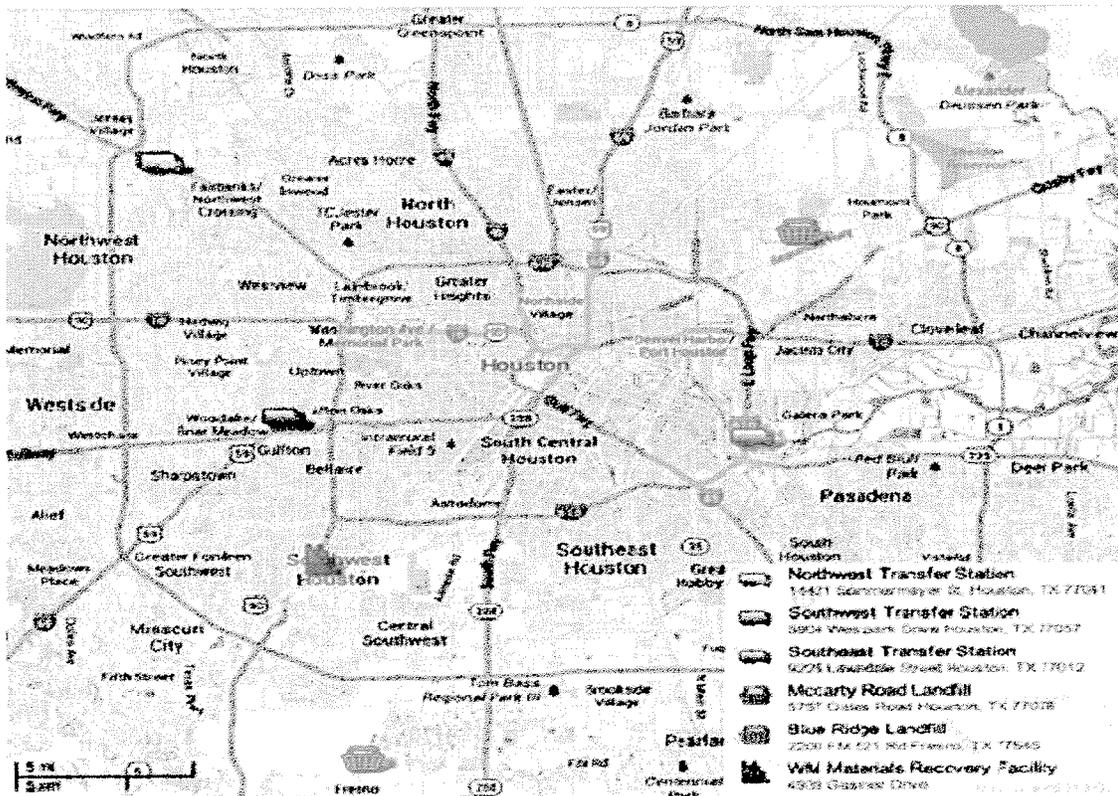
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3.0 WASTE COLLECTION OVERVIEW:

- 3.1 The City of Houston has no garbage/trash/recycling fees, thus making the operation a general fund activity. Services provided by City Staff are limited to single family households and a very low number of small (less than 8 units) multi-family complexes.
- 3.2 Single-family households (SFH's) excludes all but the smallest, duplexes, tri-plexes and mobile homes--curbside collection of: single stream recyclables by way of 96-gallon cart takes place for roughly one-third of the City's 377,000 SFH's (includes newspaper, mixed paper, cardboard, glass bottles and jars, metal, plastic containers [most types no number is necessary], film plastic and electronics), yard trimmings cart, and household batteries. Another one-third of the SFH's are serviced by dual stream with the same blend of material being recycled, except these do not include glass. Finally, another one-third of the SFHs currently have no recycling available to them.
- 3.3 The City of Houston has no authority for multi-family housing units except as noted above.
- 3.4 The City of Houston has no authority for commercial activity.
- 3.5 The City's single-family household waste is collected and hauled by City of Houston personnel to the following facilities for disposal/recycling:

3.5.1 Municipal Solid Waste (MSW) is delivered to the following locations:



3.5.1.1 Three transfer stations owned by the City of Houston and which are currently operated by Republic Services Inc.

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3.5.1.2 The City of Houston also directly hauls MSW material to a Republic Services landfill located on McCarty Road in Northeast Houston, a Republic Services landfill in Blue Ridge landfill in Southwest Houston, and a Waste Management landfill in Atascocita in (far Northeast Houston).

3.5.1.3 The City of Houston collects green waste and delivers it to one of four Living Earth Technologies (LETCO) sites.

3.5.1.4 All electronics disposals are consumer drop-offs at one of the City's approved facilities.

3.5.2 Single Stream and Dual Stream Curbside Recycling materials are currently delivered to two (2) materials recovery facilities (MRF) owned and operated by Waste Management in the City of Houston, where by contract it is sorted and marketed.

3.6 There are other wastes generated within the City where there is no curbside recycling, and these materials are transported directly by citizens to six (6) City-operated neighborhood depositories and five (5) recycling centers.

4.0 **GOALS:**

4.1 This Waste Characterization Study goals are to:

4.1.1 Determine the weight and percentage of material generated, disposed and recycled by single-family homes located in the City service area.

4.1.2 Identify and quantify significant materials not currently being diverted for recycling, by generator sector and material type; and

4.1.3 Provide qualitative observations of findings that can't be described by the quantitative data.

5.0 **SCOPE OF WORK:**

5.1 The Consultant shall propose and implement methodologies that meet the goals of this RFP, specifically:

5.1.1 Consultant shall sort, survey and fully characterize the City's wastes. Waste shall be surveyed and sorted at the three transfer stations owned by the City of Houston; at five LETCO green waste service centers, at a Republic Services landfill in Blue Ridge landfill in Southwest Houston, and at a Waste Management landfill in Atascocita (far Northeast Houston).

5.1.2 Consultant shall work with the transfer station operator Republic Services Inc., Living Earth Technologies (LETCO)--the City of Houston contractor--for green waste data, and with City of Houston staff on all logistics and timing of waste sorts, but in particular heavy trash.

5.2 Waste Sampling and Sorting. At a minimum, Consultant shall perform the following:

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- 5.2.1 Sampling methods at each location shall be conducted in a manner that will not bias the results. Proposers should identify how they will select the samples and how the sample size and number of samples will provide an accurate, representative sample of each waste classification.
- 5.2.2 High resolution digital photographs should be taken of representative samples before sorting. An identification number or some other method shall be developed to match photos with the particular sample data. The photographs shall be included in the final report provided to the City.
- 5.2.3 It is expected that the Consultant shall use some sort of form to collect data during sampling. A copy of the data form to be used shall be included with the Proposal.
- 5.2.4 The Consultant shall be responsible for all materials and supplies for sorting, and is responsible to see that all the material is properly recycled or disposed of after sampling. The City shall work with the Consultant to determine an appropriate location at each of the sites to conduct the sampling and sorting.
- 5.3 Data Collection and Reporting:
 - 5.3.1 The Consultant shall meet with the City staff prior to beginning sampling to review the sampling analysis method and anticipated reporting format to determine whether the proposed analysis and resulting final report will ultimately provide the type of data needed from the study.
 - 5.3.2 The Consultant shall provide the City with a draft final report, including photo documentation described above, within thirty (30) days following the final sorting period. The report shall include a summary of the findings and analysis and copies of the completed sampling data sheets from the sampling periods. The Consultant shall provide the City with a completed final report within ten (10) working days from the date that the City returns the City's comments to the Consultant.
 - 5.3.3 Specify anomalies (e.g., if a TV is included and where its weight skews the data).
- 5.4 Consultant shall specify in the Proposal the proposed best management practices that will yield the most useful information to implement the City's goals.
- 5.5 Consultant shall survey, sample and identify the composition, and provide projected quantities of the materials consistent with the material categories identified in Attachment 1.
- 5.6 Attachment 1 provides an example of the categories of materials to be sorted by the Consultant at each of the three City transfer stations and the landfill based on the protocol for sampling and the confidence levels proposed. Using data available from the MRF, the recycling materials will be categorized as most appropriate based on these definitions. The six (6) neighborhood recycling/drop-off centers shall be compiled as part of this activity, and composition data presented as best determined by the Proposer based on their experience and existing conditions at these locations. Waste composition data associated with the five (5) LETCO green waste service centers shall also be compiled during this study.

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- 5.6.1 Using the myriad of locations for the City-collected waste and/or recycling locations, Consultant shall make document current waste diversion information (types and quantities).
- 5.6.2 Consultant shall compare and contrast the findings of this study with the findings of Houston Galveston Area Council's most recent 2005 study. Comparison shall include significant percentage and tonnage changes compared to this study, as applicable.
- 5.6.3 Consultant shall generate a report that shall at a minimum include:
 - 5.6.3.1 Summary of "Waste Sort Study Methods";
 - 5.6.3.2 Definition of waste categories and an explanation of methodology used to conduct the waste composition study; and
 - 5.6.3.3 Quantities of projected annual waste showing distribution of waste types, annual tonnages and percentages similar to Attachment 2.
- 5.7 Attachment 2 presents an example of a typical Waste Composition study compiled for the State of Iowa and is the format of the expected output for each of the transfer stations and landfill sorts. The MRF, the six (6) drop-off centers and the five (5) green waste locations will have less data presented base on the actual material categories managed at these eleven locations. However, based on the total annual quantities of waste and/or recyclables from the City residential waste stream managed by all fifteen locations, (including the three transfer stations and the landfill) individual tables from each location and a City-wide composite generation matrix shall be compiled.
- 5.8 The report shall be submitted in electronic format as well as hard-copy format. Consultant shall provide five (5) copies. All hard copies shall be double-sided and printed on paper with a minimum of 30% post-consumer recycled content, processed chlorine free. Consultant shall submit a draft document for review and commenting prior to finalization of report.
- 5.9 Depending on the Consultant's proposed methodology, if more than one-season evaluation is needed to accurately characterize the City's waste, then the Consultant shall prepare and submit a Proposal based on completing the initial report, and may also provide a Proposal for subsequent seasonal sorts and reports, in which case the base report on the first sort would be updated and a final report published after all of the data was considered.
- 5.10 The Proposal shall clearly indicate the baseline and confidence level in the sort results, if an additional season sort were proposed.
- 5.11 Meetings: Consultant shall propose a "meeting schedule listing its frequency with City staff" in their Proposal response.

6.0 CONTRACT TYPE AND METHOD OF PAYMENT:

- 6.1 It is anticipated that the Agreement resulting from this solicitation, if awarded, shall be as a "Not-to-Exceed" budget. The method of payment to the successful Proposer shall be on the same (as above) basis with a maximum "Not to Exceed" fee as set by the Proposer in the Proposal, or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This cost Proposal shall include all direct costs and overhead, as well as out-of-pocket expenses such as, but limited to,

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transportation, communications, subsistence and materials, and any subcontracted items of work. Invoices, and associated progress payments, shall be based on a percentage of the project completed.

- 6.2 Proposers shall be prepared to accept the Terms & Conditions and Insurance Requirements in this Proposal. If a Proposer desires to take Exceptions, Proposer shall provide the following information:
- 6.3 Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- 6.4 Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.
- 6.5 The above two factors shall be taken into account in evaluating Proposals. Proposals that take substantial Exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

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Attachment 1 – Waste Sorting Categories and Material Definitions

Class	No.	2011 Categories	Material Definition
PAPER	1	Newsprint	Class or kind of paper chiefly used for printing newspapers - i.e. uncoated groundwood paper includes glossy inserts.
	2	Magazines	Items made of glossy coated paper. This paper is usually slick, smooth to the touch, and reflects light. Examples include glossy magazines, catalogs, brochures, and pamphlets.
	3	High Grade Office Paper	The type of paper that is free of ground wood fibers; usually sulfite or sulphate paper; includes office printing and writing papers such as white ledger, color ledger, envelopes, and computer printout paper, bond, rag, or stationary grade paper. This subtype does not include fluorescent dyed paper or deep-tone dyed paper such a goldenrod colored paper.
	4	OCC and Kraft Bags	Corrugated boxes or paper bags made from Kraft paper. Old Corrugated Cardboard has a wavy center layer and is sandwiched between the two outer layers. Examples include entire cardboard containers, such as shipping and moving boxes, computer packaging cartons, and sheets and pieces of boxes and cartons. This type does not include chipboard. Examples of Kraft paper include paper grocery bags, un-soiled fast food bags, department store bags, and heavyweight sheets of Kraft packing paper.
	5	Mixed Recyclable Paper	Paper, other than the paper mentioned above, which can be recycled. Examples include manila folders, manila envelopes, index cards, white envelopes, notebook paper, carbonless forms, junk mail, chipboard and uncoated paperboard, phone directories, non glossy catalogs, offshore cardboard, books and deep-toned or fluorescent dyed paper.
	6	Aseptic/Gable Top Containers	Containers made from paper, polyethylene, and aluminum layers. Examples include non-refrigerated drinks and food containers such as juice boxes, soy milk containers, and silken tofu containers. Polycoated bleached paperboard boxes that contain ready-to-drink beverages such as milk or orange juice. May include plastic pour spouts as part of the carton. <u>Excludes take-out containers.</u>
	7	Compostable Paper	Low grade paper that is not capable of being recycled, as well as food contaminated paper. Examples include paper towels, paper plates, waxed papers, egg cartons, pizza boxes, frozen food packaging, and tissues.
	8	Non-Recyclable Paper	Items made mostly of paper but combined with large amounts of other materials such as plastic, metal, glues, foil, and moisture. Examples include plastic coated corrugated cardboard, cellulose insulation, blueprints, sepia, onionskin, foiled lined fast food wrappers, frozen juice containers, carbon paper, self-adhesive notes, and photographs.
PLASTIC	9	#1 PET Beverage Containers	Clear or colored PET beverage bottles other than IA deposit containers (water, flavored water, juice, sports drinks, etc.). When marked for identification, it bears the number --1 in the center of the triangular recycling symbol and may also bear the letters --PETE or--PET. A PET container usually has a small dot left from the manufacturing process, <u>not a seam.</u>
	10	#1 PET IA Deposit Beverage Containers	Plastic beverage containers subject to IA's bottle bill and marked as deposit containers in Iowa.

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Attachment 1 – Waste Sorting Categories and Material Definitions

Class	No.	2011 Categories	Material Definition
PLASTIC	11	Other #1 PET Containers	Types of containers such as PET jars, rectangular, cups, or clam shell PET containers used for food, produce, egg cartons, etc.
	12	#2 High Density Polyethylene (HDPE) Natural Containers	Natural HDPE containers. This plastic is usually either cloudy white, allowing light to pass through it. When marked for identification, it bears
	13	#2 High Density Polyethylene (HDPE) Colored Containers	Colored HDPE containers. This plastic is a solid color, preventing light from passing through it. When marked for identification, it bears the number –2 in the triangular recycling symbol and may also bear the letters–HDPE
	14	Plastic Containers #3-#7	Plastic containers made of types of plastic other than HDPE or PET. Items may be made of PVC, PP, or PS. When marked for identification, these items may bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol. This subtype also includes unmarked plastic containers.
	15	Other Plastic Containers	All other non-film packaging that does not fit into the above categories including pails, cups, plant pots and flats, caps, closures, blister packs tubs, and other miscellaneous plastic packaging not listed above.
	16	Retail Shopping Bags	Plastic shopping bags, used to contain merchandise to transport from the place of purchase, given out by the store with the purchase.
	17	Other Plastic Film	Examples include garbage bags and other types of plastic bags (sandwich bags, zipper-re-closeable bags, produce bags, frozen vegetable bags), painting tarps, food wrappers such as candy-bar wrappers, mailing pouches, bank bags, X-ray film, metalized film (wine containers and balloons), plastic food wrap, and source contaminated commercial/industrial film
	18	Expanded Polystyrene	"Styrofoam" products includes food packaging and finished products made of expanded polystyrene including cups, plates, trays, clamshells, packaging products, including packing peanuts and other packaging materials.
	19	Other Plastic Products	Remainder or composite plastic composed of at least 50% plastic that is not identifiable as one of the categories above. Molded toys, plastic clothes hangers, corrugated plastic, plastic lawn furniture, disposable razors, kitchen ware, plastic hoses, drinking straws, credit cards, CD and DVDs, car parts, and writing pens.
METAL	20	Aluminum Beverage Containers	Beverage containers made from aluminum other than IA deposit containers.
	21	Aluminum IA Deposit Beverage Containers	Aluminum metal beverage containers subject to IA's deposit bill and marked as deposit containers in Iowa.
	22	Other Aluminum Containers	Aluminum containers such as food containers, empty aerosol cans, etc.

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Attachment 1 – Waste Sorting Categories and Material Definitions

Class	No.	2011 Categories	Material Definition
METAL	23	Ferrous Food and Beverage Containers	Rigid containers made mainly of steel, such as food and beverage containers. These items will stick to a magnet and may be tin-coated.
	24	Other Ferrous Scrap Metals	Any iron or steel that is magnetic. This subtype does not include non-food "tin/steel containers". Examples include empty or dry paint cans, structural steel beams, boilers, clothes hangers, pipes, some cookware, security bars, scrap ferrous items, and galvanized items such as nails and flashing.
	25	Other Non-Ferrous Scrap Metals	Metal items that are not magnetic (copper, brass, lead, zinc, etc).
GLASS	26	Clear Glass Containers	Clear glass bottles and jars that do not have an IA deposit. These include wine bottles, nonalcoholic beverage containers, liquor bottles, food jars, etc.
	27	Green Glass Containers	Green glass bottles and jars that do not have an IA deposit. These include wine bottles, nonalcoholic beverage containers, liquor bottles, food jars, etc.
	28	Blue Glass Containers	Blue glass bottles and jars that do not have an IA deposit. These include wine bottles, nonalcoholic beverage containers, liquor bottles, food jars, etc.
	29	Brown Glass Containers	Brown glass bottles and jars that do not have an IA deposit. These include wine bottles, nonalcoholic beverage containers, liquor bottles, food jars, etc.
	30	IA Deposit Glass Containers	Glass beverage containers subject to IA's bottle bill and marked as deposit containers in Iowa.
	31	Other Mixed Cullet	Glass that cannot be put in any other type. It may include items made mostly of glass but combined with other materials. Examples include Pyrex, Corning ware, crystal, plate glass, window and door glass, ceramics, porcelain, and other glass tableware, mirrors, non-fluorescent light bulbs, auto windshields, laminated glass, or any curved glass.
ORGANIC	32	Yard Waste	Debris such as grass clippings, leaves, garden waste, brush, tree stumps and trees.
	33	Food Waste	Food material resulting from the processing, storage, preparation, cooking, handling, or consumption of food. Includes material from industrial, commercial, or residential sources. Examples include discarded meat scraps, dairy products, eggshells, fruit or vegetable peels, and other food items from homes, stores and restaurants. Includes apple pomace and other processed residues or material from canneries, wineries or other industrial sources. Also includes, liquids drained from PET #1, HDPE #2, metal, or glass containers discarded as waste such as unconsumed soft drinks, water, milk, pickle juice, etc. Excludes any liquid not meant for human consumption.
	34	Textiles and Leather	Items composed of at least 50% natural or manmade textile and leather. Items such yarn, thread, clothing, apparel, shop rags, blankets, pillows, shoes, stuffed toys, backpacks, and in some cases suite/brief cases. Leather items such as wallets, purses, belts, shoes, and scrap leather.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-T24681

Attachment 1 – Waste Sorting Categories and Material Definitions

Class	No.	2011 Categories	Material Definition
ORGANIC	35	Rubber	Natural or manmade rubber products such as hoses, foam rubber, latex or nitril gloves; rubber bands and solid or pneumatic tires intended for use on any type of vehicle (including bicycles), or trailer to be used in tandem with any type vehicle.
	36	Diapers/Sanitary Napkins	Adult or infant diapers includes soiled absorbing bed covers and sanitary napkins.
	37	Fines/Super Mix	Un-sortable small fragments that pass through the 1/2" sort screen composed of organic material and miscellaneous fines and dirt.
	38	Other Organics	Organic material that cannot be put in any other type or subtype. This type includes items made mostly of organic materials but combined with other materials. Examples include cork, hemp rope, hair, cigarette butts, full vacuum bags, sawdust, wax, sponges, and animal feces from residential dwellings.
C&D	39	Wood - Treated	Wood that contains an adhesive, paint, stain, fire retardant, pesticide or preservative includes all engineered wood.
	40	Wood - Untreated	Refers to any wood which does not contain an adhesive, paint, stain, fire retardant, pesticide or preservative; includes such items as pallets, skids, spools, packaging materials, bulky wood waste or scraps from newly built wood products and wood pallets. Does not including land clearing debris or yard waste prunings and trimmings.
	41	Asphalt Pavement, Brick, Rock, and Concrete	Includes asphalt pavement, brick, rock, and concrete from construction activities and demolition of buildings, roads, and bridges and similar sources. Asphalt pavement also includes other black or brown, tar-like material mixed with aggregate and used as a paving material. Brick also includes masonry brick, landscaping or walkway brick. Concrete also includes pieces of building foundations, concrete paving, and cinder blocks.
	42	Asphalt Roofing	composite shingles and other roofing material made with asphalt. Examples include asphalt shingles and attached roofing tar and tar paper.
	43	Drywall/Gypsum Board	Painted or unpainted interior wall covering made of a sheet of gypsum sandwiched between paper layers. Examples include used or unused, broken or whole sheets of sheetrock, drywall, gypsum board, plasterboard, gypsum board, gyproc, and wallboard.
	44	Carpet and Carpet Padding	Flooring applications consisting of various natural or synthetic fibers which maybe bonded to some type of backing material and plastic, foam, felt, or other material used under carpet to provide insulation and padding.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-T24681

Attachment 1 – Waste Sorting Categories and Material Definitions

Class	No.	2011 Categories	Material Definition
C&D	45	Remainder/Composite C&D	Construction and demolition material that cannot be put in any other type or subtype. This type may include items from different types of material that are combined, which would be very hard to separate. Also includes items used in construction/demolition/renovations activities such as ceiling tiles, insulation, tiles, linoleum, used paint brushes, caulking tubes, glue, plaster mixtures, etc. Does not include paints or other solvents.
	46	Electrical and Household Appliances	Includes PODs, PDAs, small electronic appliances such as toasters, telephones, stereos, radios, clocks, hair dryers, microwaves, electric motors, alternators, etc.
DURABLE	47	Central Processing Units/Peripherals	Includes computer CPUs, laptop computers, notebook computers, processors, printers, scanners, keyboards, etc. This category does not include automated typewriters or typesetters, portable handheld calculators, portable digital assistants or other similar devices with circuit boards.
	48	Computer Monitors/T.V.s	A stand-alone display system containing a CRT or any other type of display primarily intended to receive video programming via broadcast. Examples also include non-CRT units such as plasma and LCD monitors.
	49	Cell Phones and Chargers	Cellular phones and the related chargers.
	50	Other Durables	House hold furniture and mattresses.
HHW	51	Automotive Products	Containers with fluids used in vehicles or engines. Examples include antifreeze, oil, and brake fluid. Does not include empty vehicle and equipment fluid containers. Includes oil filters from vehicle engines or motors.
	52	Paints and Solvents	Containers with paint or solvents in them. Examples include latex paint, oil based paint, and tubes of pigment or fine art paint. This type does not include dried paint, empty paint cans, or empty aerosol containers. Examples of solvents include mineral sprits, lacquer thinner, alcohol, etc.
	53	Pesticides, Herbicides, Fungicides	Household and commercial products used to destroy or control organisms such as insects, plants, or fungus growth.
	54	Household Cleaners	Household cleaners that are toxic or corrosive. These products typically have either a high (>7.0) or low (<7.0) pH factor.
	55	Lead Acid Batteries	Lead acid storage batteries most commonly used in vehicles such as cars, trucks, boats, etc.
	56	Other Batteries	Alkaline (including rechargeable) or household batteries such as AA, AAA, C, D, 4.5 volt, button cell, rechargeable and 9 volt used for flashlights, small appliances, and electronic devices.
	57	Mercury Containing Products	Items or product that contain mercury. Items such as thermostats, thermometers, and light switches. This category also includes fluorescent light ballasts, which are devices that electrically control fluorescent light fixtures and that include a capacitor, CFLs, which are compact fluorescent bulbs, and other fluorescent lighting, which includes tubular fluorescent lamps, neon lamps, black lights, and other lamps used for sanitation or cosmetic purposes.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S10-T24681

Attachment 1 – Waste Sorting Categories and Material Definitions

Class	No.	2011 Categories	Material Definition
HHW	58	Sharps	Discarded needles that have been used in animal or human patient care or treatment or in medical, research or laboratories.
	59	Other HHW	All household or commercial products characterized as toxic, corrosive, flammable, ignitable, radioactive, poisonous, reactive, or not elsewhere classified.
	60	Prescription Medications	Medication which requires a doctor's prescription. Does not include over-the-counter medications.
OTHER	61	Other Inorganics	All other inorganic items not elsewhere classified. Includes products such as de-icing chemicals, hand warming packets, desiccant, shampoo, tooth paste, hair coloring products and some non-prescription medication and creams.
	62	Other	Items not elsewhere classified (Specify on field sheets).

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S10-T24681

Attachment 2 – Example of Residential Waste Composition Output

Metro Waste Authority 2011 Residential Waste Composition

Material	Estimated Percent	Lower Bound	Upper Bound	Material	Estimated Percent	Lower Bound	Upper Bound
Paper	19.6%	17.4%	21.8%	Plastic	14.9%	12.9%	17.0%
Compostable Paper	7.1%	6.1%	8.2%	#1 PET IA Deposit Beverage Containers	0.1%	0.0%	0.1%
High Grade Office Paper	0.5%	0.2%	0.7%	#1 PET Beverage Containers	0.7%	0.6%	0.8%
Magazines/Catalogs	1.6%	1.1%	2.0%	#2 HDPE Containers Natural	0.2%	0.2%	0.3%
Mixed Recyclable Paper	3.8%	3.1%	4.5%	#2 HDPE Containers Colored	0.5%	0.4%	0.7%
Newsprint	1.5%	1.2%	1.8%	Retail Shopping Bags	0.3%	0.1%	0.5%
Non-Recyclable Paper	1.5%	1.0%	1.9%	Other Film Plastic	6.7%	5.5%	7.9%
OCC and Kraft Paper	3.4%	2.4%	4.4%	Other #1 PET Containers	0.4%	0.3%	0.5%
Aseptic/Gable Top Containers	0.2%	0.1%	0.3%	Plastic Containers #3-#7	0.8%	0.5%	1.0%
				Other plastic Containers	0.8%	0.4%	1.2%
Metal	4.6%	2.9%	6.4%	Expanded Polystyrene	0.7%	0.2%	1.1%
Aluminum Beverage Containers	0.1%	0.0%	0.1%	Other Plastic Products	3.8%	2.9%	4.7%
Aluminum IA Deposit Beverage Containers	0.3%	0.2%	0.5%				
Ferrous Food and Beverage Containers	0.8%	0.6%	0.9%	Durable	3.4%	0.3%	6.4%
Other Aluminum Containers	0.3%	0.1%	0.5%	Cell Phones and Chargers	0.0%	0.0%	0.0%
Other Ferrous Scrap Metals	2.3%	0.6%	4.0%	Central Processing Units/Peripherals	0.8%	0.0%	1.9%
Other Non-Ferrous Scrap Metals	0.9%	0.5%	1.3%	Computer Monitors/T.V.s	0.0%	0.0%	0.0%
				Electrical and Household Appliances	2.5%	0.1%	4.9%
Glass	1.9%	1.5%	2.3%				
Blue Glass	0.0%	0.0%	0.0%	HHMS	0.3%	0.0%	0.7%
Brown Glass	0.1%	0.0%	0.2%	Automotive Products	0.2%	0.0%	0.6%
Clear Glass	0.6%	0.4%	0.8%	Household Cleaners	0.0%	0.0%	0.0%
Glass Deposit Containers	0.4%	0.2%	0.5%	Lead Acid Batteries	0.0%	0.0%	0.0%
Green Glass	0.0%	0.0%	0.1%	Mercury Container Products	0.0%	0.0%	0.0%
Other Mixed Cullet	0.8%	0.5%	1.1%	Other Batteries	0.0%	0.0%	0.1%
				Paints and Solvents	0.0%	0.0%	0.1%
Organic	33.3%	29.3%	37.3%	Pesticides, Herbicides, Fungicides	0.0%	0.0%	0.0%
Yard Waste	9.9%	7.7%	12.1%	Sharps	0.0%	0.0%	0.0%
Food Waste	13.9%	10.5%	17.3%	Prescription Medications	0.0%	0.0%	0.0%
Textiles and Leather	5.2%	4.1%	6.3%				
Diapers	3.8%	2.6%	5.0%	Other	12.2%	9.8%	14.7%
Rubber	0.5%	0.0%	1.1%	Other Organics	5.3%	4.2%	6.4%
				Other Inorganics	0.1%	0.0%	0.3%
C&D	9.9%	5.5%	14.2%	Other C&D	0.2%	0.0%	0.3%
Wood – Untreated	3.0%	1.6%	4.4%	Other Durables	2.2%	0.0%	4.9%
Wood – Treated	3.1%	1.3%	4.9%	Other HHM	0.0%	0.0%	0.0%
Asphalt Pavement, Brick, Rock, and Concrete	1.1%	0.5%	1.8%	Fines	4.4%	3.9%	4.9%
Asphalt Roofing	0.3%	0.0%	0.7%	Other	0.0%	0.0%	0.0%
Drywall/Gypsum Board	0.4%	0.0%	0.9%				
Carpet and Carpet Padding	2.0%	0.5%	3.5%	Totals	100.0%		
				Sample Count	22	Conf.	90%

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S10-T24681

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.

The following Proposal information is to be submitted in the order as the items are listed below, no exceptions. These instructions outline the guidelines governing the format and content of the Proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal shall be submitted. Items not specifically and explicitly related to the RFP and Proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

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 PROPOSAL SUMMARY:

This section must discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet must include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to a total of three (3) pages including the separate sheet.

5.0 PROFILE ON THE PROPOSING FIRM(S):

This section must include a brief description of the Prime Proposer's firm size, as well as the proposed local organizational structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms. Additionally, this section must include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the Consultant or its insurers within the last five years.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S10-T24681

6.0 QUALIFICATIONS OF THE FIRM:

This section must include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format the descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project. This chapter shall include information regarding any relationships with firms and/or individuals who may submit Proposals in response to the RFPs being developed.

7.0 PROPOSED WORK PLAN:

This section must present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the Proposal shall establish that the Proposer understands the City's objectives and work requirements, and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

8.0 PROPOSED INNOVATIONS:

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

9.0 PROJECT STAFFING:

This section must discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee, and changes in key personnel may be cause for rejection of the Proposal.

10.0 PROPOSAL EXCEPTIONS:

This section must discuss any Exceptions or requested changes that Proposer has to the City's RFP's terms and conditions and all other requirements. If there are no Exceptions noted, it is assumed the Proposer will accept all conditions and requirements. Items not accepted will not be open to later negotiation.

11.0 FEE SCHEDULE, EXHIBIT-III TO BE PROVIDED IN SEPARATE SEALED ENVELOPE:

The fee information is relevant to a determination of whether the proposed cost is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's totality of understanding of the project, and provides staff with tools to negotiate the cost.

This section shall include the proposed costs to provide the services desired. Include any other cost(s) and price information, plus a "Not-to-Exceed" dollar amount that would be contained in a potential Agreement with the City. The hourly rates may be used for pricing the cost of any additional services not outlined in the City Scope of Work provided herein. **(Note that the City of Houston does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.)**

12.0 FINANCIAL STATEMENTS:

12.1 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) Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S10-T24681</p>

13.0 CONTENTS:

- 13.1 The contents shall be identified by section, description, page number, and shall include, at a minimum, the following sections:
 - 13.1.1 Title Page
 - 13.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
 - 13.1.3 Letter of Transmittal
 - 13.1.4 Proposal Summary
 - 13.1.5 Profile on the Proposing Firm(s)
 - 13.1.6 Qualifications of the Firm
 - 13.1.7 Proposed Work Plan
 - 13.1.8 Proposed Innovations
 - 13.1.9 Project Staffing
 - 13.1.10 Proposal Exceptions
 - 13.1.11 Fee Schedule--Exhibit III: Submit (1) original with five (5) additional hard copies in separate sealed envelope within RFP Package, labeled "T24681 Fee Schedule." In addition, two (2) CDSs/thumb drives shall be submitted with the Proposal submittal.
 - 13.1.12 Financial Statement, and Dunn & Bradstreet Reports (or) Federal Tax Forms Filed for Past Two Years
 - 13.1.13 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)
 - 13.1.14 List of References and List of Proposed Subcontractors (Exhibit I)
 - 13.1.15 Fair Campaign Ordinance Form "A" (Exhibit V)
 - 13.1.16 Affidavit of Ownership or Control (Exhibit VI)
 - 13.1.17 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
 - 13.1.18 Anti-Collusion Statement (Exhibit VIII)
 - 13.1.19 Conflict of Interest Questionnaire (Exhibit IX)
 - 13.1.20 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)
 - 13.1.21 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov (or) fax to 832.393.0952) or submit copy with Proposal.
 - 13.1.22 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S10-T24681

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 shall 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) shall 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) shall be made to the Proposer(s) offering the response which best meets the needs of the City. The City shall 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 shall 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 shall be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1 Technical Qualifications, Capability and Experience (40% weighting):

- 2.1.1.1 Demonstrate commitment to the project and assign experienced technical personnel to the project;
- 2.1.1.2 Demonstrate the extent and depth of outstanding qualifications and experience for the project team manager, key personnel and any consultants;
- 2.1.1.3 Demonstrate expert knowledge and experience of waste management issues and solutions related to waste characterization/compositions studies in large urban residential solid waste systems;
- 2.1.1.4 Demonstrate a successful professional work record for the firm, key personnel and consultants, including the ability to complete projects, adhere to an agreed-upon work schedule, and budget; and
- 2.1.1.5 Provide references of public sector clients whose expectations were exceeded by work completed in the last two years, and provide copies of the studies performed for those references.

2.1.2 Project Work Plan and Methodology (20% weighting):

- 2.1.2.1 Demonstrate an understanding of the project objectives and justify how the proposal will meet those objectives;
- 2.1.2.2 Detail the project work plan, including responsible parties, and milestones;
- 2.1.2.3 Recommend protocol and methodologies appropriate for selecting samples from loads (including a discussion of bias avoidance), and appropriate sorting methodology to be used for disposal site sampling;
- 2.1.2.4 Recommend appropriate cleaning/drying/sorting methodology outlined for detailed sample analysis;

EVALUATION AND SELECTION PROCESS

SOLICITATION NO.: S10-T24681

2.1.2.5 Recommend appropriate steps to assure quality data including statistical sampling methodologies, confidence in those methodologies, and maintaining the integrity of samples collected for detailed sample analysis;

2.1.2.6 Recommend sufficient steps that shall be taken to assure the health and safety of those working on the project; and

2.1.2.7 Provide clear expectations for City of Houston anticipated participation and responsibility during conduct of the work.

2.1.3 **Cost (20% weighting):**

2.1.3.1 Specify the number and significance of proposed sites to be sampled in accordance with the scope of work;

2.1.3.2 List the overall cost of sorting and recording data for samples designated in the RFP;

2.1.3.3 List the hourly billing rate for every individual proposed for the study and the number of hours allocated in the RFP;

2.1.3.4 Justify the field schedule and the number of samples to be sorted per crewmember, per day (disposal site sampling);

2.1.3.5 Justify time/cost involved per sample for detailed sample; and

2.1.3.6 Enumerate and justify overhead and profit.

2.1.4 **Creativity (10% weighting):**

2.1.4.1 The City shall evaluate each Respondent's creativity section according to the following criteria:

2.1.4.1.1 The innovation and creativity demonstrated, using advanced tactics, techniques, and technologies to assist the City to fully understand the potential within the cycle, so that it may achieve the shift from the perception of waste to "resources."

2.1.5 **M/WBE Participation (5% weighting):** This is a Pass or Fail criterion for five percent.

2.1.6 **Conformance to the RFQ Requirements (5% weighting):** This is a Pass or Fail criterion for five percent.

NOTE: Hire Houston First Preference Points, where City Business equals five (5) extra percentage points, Local Business equals three (3) extra percentage points, and a Non-City and Non-Local Business will receive zero (0) extra percentage points).

2.2 **Oral Interviews:** Proposers may be required to participate in an oral interview. The oral interview shall be a panel comprised of members of the selection committee.

2.2.1 Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

2.2.2 Each Proposer's time slot for oral interviews shall be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S10-T24681

- 2.3 The selection committee shall make a recommendation to the awarding authority. The acceptance of the Proposal shall be evidenced by written "Notice of Intent to Award" from the City's Strategic Purchasing Division to the successful Proposer.

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**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S10-T24681**

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S10-T24681

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.: S10-T24681

LIST OF PREVIOUS CUSTOMERS

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

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

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

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

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S10-T24681**

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EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S10-T24681

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.: S10-T24681

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.: S10-T24681**

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.: S10-T24681

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:

- 9 _____ (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”).

- 10 _____ (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.

- 11 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.

- 12 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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.: S10-T24681

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF 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 IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S10-T24681**

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 -

- 1. 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.: S10-T24681

CERTIFICATE OF INSURANCE EXPLANATIONS

- a. Certificate must not be more than 90 days old.
 - b. Name and Address of Producer writing coverage.
 - c. 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.
 - d. Name and address of Insured (as shown on policy)
 - e. Letter in the column must reference the insurer of the policy being described
 - f. Must be a policy number; no binders will be accepted
 - g. Date policy became effective
 - h. Expiration date must be at least **30** days from date of delivery of certificate
 - i. Name and file number of project
 - j. Name of project manager
 - k. 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.: S10-T24681

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 Other	Statutory Limits		(X) Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

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

DEPARTMENT – STRATEGIC PURCHASING DIVISION

AUTHORIZED REPRESENTATIVE

P.O. BOX 1562
HOUSTON, TEXAS 77251

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ISO | Commercial Auto Forms | 06/01/04
POLICY NUMBER:

**COMMERCIAL AUTO
CA 04 03 06 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- GARAGE COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name and Address of Additional Insured:
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)**

SOLICITATION NO.: S10-T24681

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 15 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver
Name of person or organization
2. () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by _____
Authorized Representative

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item _____ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement No.
Premium \$

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-T24681**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following: **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S10-T24681

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 V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S10-T24681**

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.: S10-T24681**

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.: S10-T24681**

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.: S10-T24681

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

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

STATE OF _____

§

COUNTY OF _____

§

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

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

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

_____ [STATE TITLE/CAPACITY WITH CONTRACTING

ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly

sworn on oath stated as follows:

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

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

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

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

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

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

SOLE PROPRIETORSHIP

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S10-T24681

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.: S10-T24681

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.: S10-T24681**

- (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.: S10-T24681**

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

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 “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: S10-T24681**

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.: S10-T24681

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.: S10-T24681

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.: S10-T24681

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.: S10-T24681

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

2. 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.
3. 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.
- 13 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.
- 14 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.: S10-T24681

II. Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the Bid/Proposal.
1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.
- B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:
1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
 2. List of Participating Subcontractors (Form POP-3).
- C. The Contractor will comply with the following reporting requirements:
1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
 2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)
- Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

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

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

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S10-T24681



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

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

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

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

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

**EXHIBIT X – FORM “2”
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT
SOLICITATION NO.: S10-T24681**

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

Contractor Address: _____

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

Project Name: [Legal Project Name] _____

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to “Pay” \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to “Play” by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee’s contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records. **Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required

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

CONTRACTOR (Signature)

DATE

NAME AND TITLE (Print or Type)