STRATEGIC PURCHASING DIVISION	**CITY OF HOUSTON, TEXAS** **NOTICE OF REQUEST FOR PROPOSAL (RFP)** **SOLICITATION NO.: S30-T24704**	***"PARTNERING TO BETTER SERVE HOUSTON"***

NIGP CODE: 990-41

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: AVIATION CHANNELING SERVICES FOR THE HOUSTON AIRPORT SYSTEM (HAS)

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:
Richard Morris
Name

richard.morris@houstontx.gov
E-Mail Address

City Purchasing Agent

8-2-13
Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S30-T24704

1.0 SUBMITTAL PROCEDURE:

1.1 Eight (8) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

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

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 **RESERVED:**

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, **Richard Morris**, telephone: **832.393.8736**, fax: **832.393. 8759**, or e-mail (preferred method to): **richard.morris@houstontx.gov**, no later than **August 9, 2013 at 5:00 p.m.** CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations

that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to

make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual ://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.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the RFP description and the RFP or contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

10.0 NO CONTACT PERIOD:

10.1 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, 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)
SOLICITATION NO. S30-T24704

1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.

2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.

3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.

4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a ***"Trade Secret."*** The City will maintain the confidentiality of such trade secrets to the extent provided by law.

5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).

6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.

7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.

8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.

9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.

10.0 The Agreement(s) shall become effective on or about **October 23, 2013** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.

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

12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.

13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.

14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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.

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.

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:

3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 $500,000 per occurrence

3.2.1.2 $1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

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

3.2.3 Automobile Liability (See Note Below):

$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident $100,000 (each accident)

3.2.4.2 Bodily injury by disease $100,000 (policy limit)

3.2.4.3 Bodily injury by disease $100,000 (each employee)

3.2.5 Professional Liability

3.2.5.1 $1,000,000 per occurrence $1,000,000 aggregate

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance polices must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor form 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.

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 WAIVES ANY RECOURSE THEREFORE.**

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: S30-T24704

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 **0%** 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**

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

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

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

6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to -MOBO@houstontx.gov or faxed to 832.393.0952 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

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

7.0 Reserved

8.0 PROCUREMENT TIMELINE/SCHEDULE:

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

8.2

EVENT	DATE
Date of RFP Issued	August 2, 2013
Questions from Proposers Due to City	August 9, 2013
Proposals Due from Offeror(s)	August 22, 2013
Notification of Intent to Award (*Estimated*)	September 6, 2013
Council Agenda Date (Estimated)	October 16, 2013
Contract Start Date *(Estimated*)	October 23, 2013

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-T24704

1.0 BACKGROUND

1.1 This Agreement is for AVIATION CHANNELING SERVICES for the Houston Airport System (hereinafter referred to as "HAS"). These services serve a vital role in the efficient operation of the HAS.

1.2 HAS operates the City of Houston's three (3) Airports:

1.2.1 George Bush Intercontinental Airport/Houston (IAH)
1.2.2 William P. Hobby Airport (HOU)
1.2.3 Ellington Airport (EFD)

1.3 Management of the airports includes coordination with FAA, air carriers, and other Federal and State agencies to maintain the highest standards of service and safety to Airport patrons.

1.4 The Aviation Channeling Services provided by this Agreement is for a five year term. The Proposer will be paid for each of the Airport's (IAH and HOU) enrollments as provided.

1.5 The annual volume of badged individuals for IAH is approximately 26,700 and HOU 8,000.

2.0 SCOPE OF BASIC SERVICES

2.1 The Contractor shall be in compliance with the Transportation Security Administration (TSA) regulations and guidance in order to provide Aviation Channeling Services for HAS.

2.2 The Contractor shall be authorized by TSA.

2.3 Houston Airport System (HAS) shall collect biometric and biographic information from applicants and transmit the information to the Contractor for processing.

2.4 HAS shall provide the Contractor with badge applicant biometric and biographical data, The Contractor shall transmit data to TSA or other appropriate government agency for processing of Criminal History Record Checks (CHRC), Security Threat Assessments (STA), and to Customs and Border Protection (CBP).

2.5 All service shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the work. These standards will be achieved and maintained by continuous improvement through open communications with HAS, regular management reviews, and industry guidelines.

2.6 The Contractor shall perform Work for IAH and HOU or as specified by HAS.

2.7 Work under this Agreement shall only be initiated by the Contractor after receiving a written Notice to Proceed (NTP) signed by the Director/City Purchasing Agent.

2.8 The Contractor shall provide HAS with web access to search any badge holder or applicant's STA, CHRC, or CBP status at any time, 24/7.

3.0 INTERFACE TO SEND BIOMETRIC AND BIOGRAPHIC DATA:

3.1 The Contractor shall provide a system interface (such as secure web services) to allow HAS to send biometric and biographic data in one single data submission directly from HAS systems. Criminal History Record Checks (CHRC) and Security Threat Assessments (STA) results as well as status updates shall be sent by the Contractor a minimum of two updates daily to the applicant records in the badging system of record. The current badging system of record is Pro-Watch, a Honeywell system. The Contractor is required to hire Honeywell to complete the interface to the Pro-Watch or system specified by HAS.

10.1.1 The Contractor shall demonstrate interface capabilities upon Notice to Proceed (NTP) and at that time, Contractor, Honeywell and HAS will meet to discuss the system and plan. The Contractor shall document the detailed technical plan, schedule, and provide user acceptance plan for HAS approval. The interface shall be operational per the requirement within the agreed upon time frame, which is not to exceed three months from NTP. User acceptance team will include Contractor, Honeywell and HAS Technology representative(s) or designee(s).

4.0 INTERFACE REQUIREMENTS:

4.1 HAS will send applicant data on a daily or hourly basis to Contractor's system as agreed by the Contractor and HAS.

4.2 The Contractor's system will send responses back to HAS as status change. These responses include:

4.2.1 Confirm receipt of new applicant.
4.2.2 Update results to indicate status of still in process, error, or passed.
4.2.3 Error results must include reason description or reason code. The Contractor's ability to correct errors.
4.2.4 Passed results must include date passed.

4.3 A secure virtual private network (VPN) tunnel is required or other communication method approved by HAS Technology. The Contractor shall work with HAS Technology to establish a secure connection.

5.0 INTERFACE WITH CUSTOMS AND BORDER PROTECTION (eBadge):

5.1 HAS is currently piloting a National Customs and Border Protection electronic badging initiative called eBadge. The overall objective of the program is to streamline the approval process by transmitting the CBP access request with the initial data transmission and accepting the CBP response through the same protocol. The Contractor shall participate in the development and facilitation of the program, including providing necessary data components and interfaces that may be required.

6.0 GENERAL

6.1 The Contractor shall provide quality assurance and error corrections for submissions to the TSA.

6.2 The Contractor shall ensure that the data transmitted to TSA is secured in accordance with the Federal Information Security Management Act (FISMA), Department of Homeland Security (DHS) 4300a controls, and appropriate DHS and TSA security policies.

6.3 The Contractor shall ensure that processes are in strict accordance with TSA and FBI regulations and guidance. The Contractor shall maintain the highest standards for privacy of the employee information.

6.4 Labor rates are inclusive of all profit, overhead, benefits, equipment, insurance, transportation and other incidentals required to accomplish the work.

6.5 The Contractor shall provide Aviation Channeling Services under this Agreement, using Contractor's personnel for safe and efficient services. The Contractor shall ensure that the Aviation Channeling Services and related equipment are operational at all times in accordance with best practices prevailing in the industry, observing OEM recommended procedures and complying with applicable Occupational Safety and Health Act (OSHA) and other applicable municipal, state, and federal safety standards.

7.0 LEVELS OF SERVICE

7.1 The Contractor shall provide customer support to IAH and HOU via telephone or email during normal business hours (7:00 a.m. – 4:00 p.m. CST Monday – Friday) for questions regarding services and coordinate the resolution of HAS problems regarding TSA's technical and procedural issues.

7.2 Contractor Support

7.2.1 General support questions or issues shall be reported to the proposer via phone or email (as agreed upon by HAS) and the Contractor shall respond within 24 hours.

7.2.3 Any general support question or issue that cannot be answered upon initial response to HAS shall be tracked by the Contractor and handled within 5 business days unless deemed a high priority issue.

7.2.3 A customer support call shall be deemed a High Priority service issue if it involves any delays in processing applicants for STA, CHRC, and CBP clearances. Expected resolution of a High Priority event is within 24 hours from Contractor acknowledgement of the issue.

7.2.4 Any delay of an applicant's processing in excess of 24 hours due to a system issue shall result in manual processing of the applicant by the Contractor.

7.3 System Uptime

7.3.1 Scheduled maintenance shall be handled to not impact normal system operations.

7.3.2 Unexpected outages should be reported to HAS immediately and an expected time to return to normal operations should be provided.

7.3.3 Unexpected outages should not cause delays in processing applicants for STA, CHRC, and CBP clearances for more than 24 hours. After that time, if the system has not resumed normal operations a backup process shall be initiated.

7.3.4 The Contractor should provide an explanation of the backup process in the event the entire system or system interface is out of service for more than 24 hours.

8.0 CONFIDENTIALITY AND PRIVACY

8.1 Each party agrees that all proprietary or confidential information disclosed by the other party in connection with this Agreement shall be protected from risk of disclosure to others with the same degree of care that the receiving party accords to its own confidential or proprietary information.

9.0 INTELLECTUAL PROPERTY RIGHTS

9.1 The Contractor and HAS acknowledge that both parties and/or third parties retain all right, title and interest under applicable contractual, copyright, intellectual property, and related laws to their previously owned, developed or obtained intellectual property and any enhancements and modifications to same and in the databases and information contained therein used to provide either party's products or services hereunder, and the parties shall use such materials consistent with such right, title and interest and notify the applicable party of any threatened or actual infringement thereof.

10.0 DATA PROTECTION

10.1 The Contractor shall protect HAS provided data, including biometric and biographic information providing HAS with the highest level of service. HAS provided data, which includes personal information sent to Contractor, shall not be disclosed, made available or otherwise used for any purposes other than for those purposes of completing fingerprint-based criminal history record checks and security threat assessments as prescribed by federal regulation or other forms of government mandates or requests or as mutually agreed upon by HAS and Contractor. Fingerprint and biographical information can be used for other purposes only with the data provider's express permission or as required to comply with applicable laws.

10.2 The Contractor shall not disclose to any third parties HAS provided information.

11.0 PERSONNEL REQUIREMENTS

11.1 GENERAL

11.2 The Contractor shall provide a list of all Contractor employees to HAS. The list must state each employee's name, job title, and assigned responsibilities.

11.3 STAFFING

11.4 The Contractor shall furnish the necessary number of personnel, fully competent, qualified, and skilled in all trades necessary to fulfill the requirements of this Agreement.

11.5 The Contractor shall at all times enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s) under this Agreement.

11.6 SECURITY

11.7 The Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

11.8 The Contractor shall reimburse the City for any fines or penalties incurred by the City as a result of Contractor's non-compliance with security regulations.

12.0 ADMINISTRATIVE TASKS

12.1 RECORDS

12.2 The Contractor shall maintain CHRC and STA results for all active badge holders. All records produced and maintained are the property of HAS. Upon expiration or termination of this Agreement, all records shall be provided to HAS. All sensitive information generated during the term of this Agreement shall be in compliance with HAS security practices and or government mandates/regulations.

12.3 STOP-WORK

12.4 The Contractor shall be responsible for the enforcement of all safety requirements for any Work performed under this Agreement. If Contractor fails or refuses to promptly comply with safety requirements, the Director may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such order will be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

13.0 PUBLIC RELATIONS

13.1 The Contractor agrees that neither it nor its agents, subcontractors or employees shall issue or make any statement regarding this Agreement, its performance under this Agreement, or on behalf of the City with respect to any incident occurring at the Airports, or at any City facility, except when requested to do so by the Director.

14.0 HAS QUALITY ASSURANCE

14.1 HAS may use a variety of inspection methods to evaluate Contractor's performance including performance review conference calls, customer complaints, etc.

14.2 The Contractor shall maintain a plan to ensure the integrity of the data that is submitted by HAS.

14.3 The Contractor shall have practices in place to ensure data is not lost due to system or power failure or due to natural or man-made disaster. The Contractor shall implement other quality assurance measures as requested by the Director from time to time throughout the term.

15.0 INCREASE OR DECREASE OF WORK - INCLUSION/EXCLUSION

15.1 From time to time throughout the Term of this Agreement, the Director may, by written notice to Contractor, increase and/or decrease the Work. The Contractor's sole compensation for such adjustment will be mutually agreed between the Director and Contractor. The Director's decision is final.

16.0 COORDINATE PERFORMANCE

16.1 HAS CONTACT

16.2 The Contractor shall coordinate its performance with such persons as the Director designates in writing to Contractor. The Contractor shall keep said persons currently advised of developments relating to the performance of this Agreement and Contractor shall at all appropriate times advise and consult with the Director.

16.3 PRE-PERFORMANCE CONFERENCE CALL

16.4 Prior to commencing performance under this Agreement, Contractor shall participate in a pre-performance conference call with HAS. HAS will specify the time and date of call in a written notice to Contractor. Representatives of Contractor present for the pre-performance conference call shall include key personnel whom Contractor has assigned to this Agreement and who shall be authorized to bind Contractor in matters relating to the following pre-performance conference items. However, the Director will have the right to further designate other representatives of Contractor who must be present at the pre-performance conference call and such designated representatives shall be present. Items to be addressed at the pre-performance conference call include the following:

16.4.1 Contract Administration
16.4.2 Channels of communication
16.4.3 Review of key personnel
16.4.4 Organization and function charts reflecting the line of management authority
16.4.5 Procedures to be used to ensure Agreement requirements are met.

16.5 COORDINATION OF CONFERENCE CALLS

16.6 Throughout the term of this Agreement and any extensions thereto, Contractor shall participate in conference calls with HAS, on a frequency determined by the Director, to identify and resolve performance issues. Notice of any such performance conference call may be given by the Director to Contractor either orally or in writing and will designate the time and date, Contractor's attendees, and general purpose. Contractor's designated attendees shall be present at any such performance conference call for its duration and shall prepare minutes. The conference call minutes must be transcribed by Contractor in typewritten form and must be submitted to the Director for approval within five (5) days of any such conference call. The Director will have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original will be retained by HAS and a copy thereof submitted to Contractor.

17.0 INVOICING

17.1 The Contractor shall submit its invoices in accordance with the specifications and shall invoice for work accepted by an HAS representative.

17.2 The Contractor shall submit each invoice for any services performed within thirty (30) calendar days after the completion of services. HAS will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. Certification and/or payment does not preclude HAS from indicating that a particular certification or payment was incorrect. In addition, it does not preclude HAS from recovering excess payments. The invoices shall be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
P.0. Box 60106
Houston, Texas 77205-0106

17.3 The Contractor shall provide separate monthly invoices for any completed work at each Airport.

17.4 Invoices submitted for services performed as the result of Change Orders shall require copies of the applicable Change Order attached to the original invoice.

17.5 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified, or fails to obtain an approved work schedule prior to beginning work.

17.6 Optional Invoice Requirement

17.7 The Houston Airport System shall accept invoices submitted electronically along with required support information as described in Section 17.0. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

17.7.1 Requirements are as follows:
17.7.2 Submit invoices in “TIFF” format.
17.7.3 Submit to has.accountspayable@houstontx.gov

18.0 PRICE ADJUSTMENT

18.1 If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor's shall immediately pass the decrease on to HAS and lower its price(s) by the amount of the decrease in Direct Cost.

18.2 Contractor shall notify the Director of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon Director’s receipt of Contractor's notice.

18.3 Price Increases:

18.3.1 The Contractor may request a price increase after twelve (12) months from the proposal opening date of the proposal received by the City Secretary of the City of Houston. Subsequent price increases may be requested twelve (12) months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's Direct Cost and shall not ever be more than 15% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

18.3.2 To request a price increase, Contractor must submit a letter stating the amount of the increase, along with an itemized list of increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by item. Documentation from the Contractor's supplier showing the actual dollar increase to the Contractor must accompany this request. Such documentation from the Contractor's supplier must clearly show the dollar increase incurred by the Contractor on the applicable item bid. The letter and documentation shall be sent to the following address:

Director of Aviation
Houston Airport System
Post Office Box 60106
Houston, Texas 77205-0106

18.3.3 If the Director approves the price increase, he shall notify Contractor in writing; no price increase will be effective until Contractor receives this notice. If the Director does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to the Director. Termination of performance is Contractor's only remedy if the Director does not approve the price increase.

19.0 DISPUTES

19.1 In all cases of misunderstanding and disputes, the terms of this Agreement governs.

20.0 DAMAGE TO CITY PROPERTY

20.1 The Contractor shall pay for the repair of all damaged City property caused by carelessness or neglect on the part of the Contractor, its agents or employees.

21.0 CONTINGENCIES

21.1 HAS must meet certain objectives of readiness for emergencies, natural disaster, and other contingencies and must react to such contingencies without delay. Such reaction may have an impact upon Contractor's operation. In order to plan for such events, Contractor shall prepare Contingency Plans as follows:

21.1.1 Natural disasters such as a major storm, flood, and high winds, etc.
21.1.2 Labor dispute or strike by Contract personnel. The Plan must be updated on an annual basis, or as changes occur, and submitted to the Director.

21.2 Plans must take into account passenger safety, rowdiness, vandalism, intoxication, fire, smoke, and power outages, etc.

22.0 ESTIMATED QUANTITIES NOT GUARANTEED

22.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Aviation Channeling Services during the term of the Agreement. The quantities may vary depending upon the actual needs of HAS. The quantities specified herein are good faith estimates of usage during the term of the Agreement. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all of the quantities specified herein.

23.0 CONTRACTOR'S FINANCIAL OBLIGATION

23.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of this Agreement.

24.0 TIME EXTENSIONS

24.1 If HAS requests an extension of time to complete its performance, then the HAS Chief Procurement Officer may, in its sole discretion, extend the time so long as the extension does not exceed one hundred eighty (180) days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

25.0 Definitions:

25.1 As used in the Agreement, the following terms have the meanings set out below:

25.2 **"Acceptable"** means that services, equipment, software and performance meet or exceed the requirements of the Agreement.

25.3 **"Airports"** means George Bush Intercontinental Airport, William P. Hobby Airport, and Ellington Airport.

25.4 **"Aviation Channeling System"** means entire aviation channeling system, which includes, but not limited to fingerprint printer(s), CPU(s), live scanners, monitors, and server. The system will verify, identify, and check background history.

25.5 **"Basic Services"** means those services described in Section B, Performance Work Statement.

25.6 **"CHRC"** means Criminal History Record Checks.

25.7 **"City"** means the City of Houston, Texas, and includes its successors and assigns.

25.7 "**Contractor**" means the entity to whom the City awards this Contract.

25.8 "**Contract or Agreement"** means the Agreement including all exhibits, amendments or change orders thereto made and entered into by and between the City and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form provided by the Agreement.

25.9 **"Director"** means the Director of the Houston Airport System, or his designee.

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

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

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

25.13 **"Materials"** means any component and/or part (hardware or software).

25.14 **"Notice to Proceed"** means a written communication from the Director to Contractor instructing Contractor to begin performance under this Agreement.

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

25.16 **"Repair"** means to restore to acceptable HAS working condition.

25.17 **"STA"** means Security Threat Assessments.

25.18 **"Update"** means a patch or fix to the existing Equipment operating at current functionality, or a revised edition of the current software.

25.19 **"Work"** means all services to be provided by the Contractor as defined by the specifications herein.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S30-T24704

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

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

2.0 OFFER & SUBMITTAL FORM:

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

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

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

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

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

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Proposer's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements. Please limit to four (4) pages.

4.2 The Proposer shall have a minimum of one (1) year experience providing Aviation channeling services.

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

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

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

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for **Aviation Channeling Services**, which should include, but not be limited to the following:

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

5.1.2 A statement as to how Proposer shall achieve interface to Pro-Watch with CBP approval process.

5.1.3 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

5.1.4 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

6.0 FINANCIAL STATEMENTS:

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

7.0 CONTENTS:

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

7.1.1 Title Page

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

7.1.3 Letter of Transmittal

7.1.4 Expertise/Experience/Reliability Statement

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

7.1.6 Proposed Strategy/Operational Plan

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

7.1.8 List of References (Exhibit II)

7.1.9 Pricing Form/Fee Schedule (Exhibit III)

7.1.10 Fair Campaign Ordinance Form "A" (Exhibit V)

7.1.11 Affidavit of Ownership or Control (Exhibit VI)

7.1.12 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

7.1.13 Anti-Collusion Statement (Exhibit VIII)

7.1.14 Conflict of Interest Questionnaire (Exhibit IX)

7.1.15 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)

7.1.16 Hire Houston First Affidavit (Download Copy at ://purchasing.houstontx.gov/index.shtml and submit to MOBO via e-mail to -MOBO@houstontx.gov or fax to 832.393.0952) or submit copy with proposal.

7.1.17 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S30-T24704

1.0 EVALUATION SUMMARY:

1.1 Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements. Proposals from Proposers that meet the Minimum Qualifications will be evaluated. HAS at its sole discretion may choose to develop a short list of Proposers for further consideration. Short listed Proposers may be scheduled for a structured oral presentations and/or interview. Such presentations will be at no cost to HAS. At the end of the oral presentation and/or interview, the evaluation of the short listed Proposers will be completed. The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

1.2 If a second round of evaluation (short listed Proposers) is held and scored, first round scores will be added to the second round scores and the average will be the final score.

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the HAS. HAS may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to provide Aviation Channeling Services. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. HAS reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy HAS or a Proposer is deemed unqualified to provide the services contemplated.

3.0	Evaluation Criteria - First Round	Points
3.1	Cost	20
3.2	Solution • Detailed approach to meeting task requirements • Proposed Strategy and Operational Plan • Transition Approach	20
3.3	Experience and Qualifications • Background and Experience with Aviation Channeling Services • Management/Staff Performing Similar Work • Operating Philosophy	15
3.4	Customer Service • Plan for providing customer service level required	15
3.5	Technical Plan • Proposed interface to Pro-Watch with CBP approval process	15
3.6	Financial Strength and Stability • Strength of Financial Statement [Balance Sheet/Cash Revenues/Long-term Debt/Retained Earnings]	10
3.7	General Conformity with RFP Requirements	5
	TOTAL:	**100 Points**

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

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S30-T24704

3.0	**Evaluation Criteria - Second Round**	**Points**
3.1	Cost	20
3.2	Solution • Detailed approach to meeting task requirements • Proposed Strategy and Operational Plan • Transition Approach	20
3.3	Experience and Qualifications • Background and Experience with Aviation Channeling Services • Management/Staff Performing Similar Work • Operating Philosophy	15
3.4	Customer Service • Plan for providing customer service level required	15
3.5	Technical Plan • Proposed interface to Pro-Watch with CBP approval process	15
3.6	Financial Strength and Stability • Strength of Financial Statement [Balance Sheet/Cash Revenues/Long-term Debt/Retained Earnings]	10
3.7	General Conformity with RFP Requirements	5
	TOTAL:	**100 Points**

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

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S30-T24704

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

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

_____
(Print or Type Name of Contractor – Full Company Name)

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

_____
City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

_____
(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT II – REFERENCES
SOLICITATION NO.: S30-T24704

LIST OF PREVIOUS CUSTOMERS

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

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

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

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

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

For the prices quoted, Proposer shall furnish all necessary labor, equipment, materials, supplies, personnel, services, and all activity necessary to perform the Work as specified in this Agreement. Price sheets by Agreement Years (1-5) must be completed in their entirety with no blanks and entered on the appropriate lines of the summary sheet(s).

All quantities listed are estimated quantities for budgetary purposes only. The actual quantities may be higher or lower than any estimates, and Proposer shall be paid only for actual Work performed, subject to prior HAS direction and approval.

YEARS (1-5) PRICE TOTAL SUMMARY

IAH

YEAR ONE RATES – PRICE TOTAL SUMMARY

1a. Total Basic Services $_____

YEAR TWO RATES – PRICE TOTAL SUMMARY

2a. Total Basic Services $_____

YEAR THREE RATES – PRICE TOTAL SUMMARY

3a. Total Basic Services $_____

YEAR FOUR RATES – PRICE TOTAL SUMMARY

4a. Total Basic Services $_____

YEAR FIVE RATES – PRICE TOTAL SUMMARY

5a. Total Basic Services $_____

IAH FIVE-YEAR TOTAL $_____

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

HOU

YEAR ONE RATES – PRICE TOTAL SUMMARY

1b. Total Basic Services $_____

YEAR TWO RATES – PRICE TOTAL SUMMARY

2b. Total Basic Services $_____

YEAR THREE RATES – PRICE TOTAL SUMMARY

3b. Total Basic Services $_____

YEAR FOUR RATES – PRICE TOTAL SUMMARY

4b. Total Basic Services $_____

YEAR FIVE RATES – PRICE TOTAL SUMMARY

5b. Total Basic Services $_____

.HOU FIVE-YEAR TOTAL $_____

IAH FIVE-YEAR TOTAL $_____

INTERFACE TO PRO-WATCH WITH CBP APPROVAL PROCESS TOTAL $_____

HAS GRAND TOTAL $_____

THE ABOVE RATES ARE "SUMMARY ROLL-UP PRICING"

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

BASIC SERVICES

YEAR ONE (IAH)

Description	Est. Monthly Enrollments	X	Rate Per Person	X	Cost Per Year
Aviation Worker Initial Enrollment	800	x	$_____	12	$_____
Aviation Worker CHRC Check Only	80	x	$_____	12	$_____
Aviation Worker STA Check Only	200	x	$_____	12	$_____
Scanning Fee (Inked Card)	15	x	$_____	12	$_____
Basic Services Total					$_____

YEAR ONE (HOU)

Aviation Worker Initial Enrollment	217	x	$_____	12	$_____
Aviation Worker CHRC Check Only	102	x	$_____	12	$_____
Aviation Worker STA Check Only	115	x	$_____	12	$_____
Scanning Fee (Inked Card)	0	x	$_____	12	$_____
Basic Services Total					$_____

Enter the above Basic Services Total Cost on the – **Year One Rates** – Bid Total Summary on price lines 1a and 1b.

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

YEAR TWO (IAH)

Description	Est. Monthly Enrollments	X	Rate Per Person	X	Cost Per Year
Aviation Worker Initial Enrollment	800	x	$_____	12	$_____
Aviation Worker CHRC Check Only	80	x	$_____	12	$_____
Aviation Worker STA Check Only	200	x	$_____	12	$_____
Scanning Fee (Inked Card)	15	x	$_____	12	$_____
Basic Services Total					$_____

YEAR TWO (HOU)

Aviation Worker Initial Enrollment	217	x	$_____	12	$_____
Aviation Worker CHRC Check Only	102	x	$_____	12	$_____
Aviation Worker STA Check Only	115	x	$_____	12	$_____
Scanning Fee (Inked Card)	0	x	$_____	12	$_____
Basic Services Total					$_____

Enter the above Basic Services Total Cost on the – **Year Two Rates** – Bid Total Summary on price lines 2a and 2b.

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

YEAR THREE (IAH)

Description	Est. Monthly Enrollments	X	Rate Per Person	X	Cost Per Year
Aviation Worker Initial Enrollment	800	x	$_____	12	$_____
Aviation Worker CHRC Check Only	80	x	$_____	12	$_____
Aviation Worker STA Check Only	200	x	$_____	12	$_____
Scanning Fee (Inked Card)	15	x	$_____	12	$_____
Basic Services Total					$_____

YEAR THREE (HOU)

Aviation Worker Initial Enrollment	217	x	$_____	12	$_____
Aviation Worker CHRC Check Only	102	x	$_____	12	$_____
Aviation Worker STA Check Only	115	x	$_____	12	$_____
Scanning Fee (Inked Card)	0	x	$_____	12	$_____
Basic Services Total					$_____

Enter the above Basic Services Total Cost on the – **Year Three Rates** – Bid Total Summary on price lines 3a and 3b.

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

YEAR FOUR (IAH)

Description	Est. Monthly Enrollments	X	Rate Per Person	X	Cost Per Year
Aviation Worker Initial Enrollment	800	x	$_____	12	$_____
Aviation Worker CHRC Check Only	80	x	$_____	12	$_____
Aviation Worker STA Check Only	200	x	$_____	12	$_____
Scanning Fee (Inked Card)	15	x	$_____	12	$_____
Basic Services Total					$_____

YEAR FOUR (HOU)

Aviation Worker Initial Enrollment	217	x	$_____	12	$_____
Aviation Worker CHRC Check Only	102	x	$_____	12	$_____
Aviation Worker STA Check Only	115	x	$_____	12	$_____
Scanning Fee (Inked Card)	0	x	$_____	12	$_____
Basic Services Total					$_____

Enter the above Basic Services Total Cost on the – **Year Four Rates** – Bid Total Summary on price lines 4a and 4b.

EXHIBIT III – PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24704

YEAR FIVE (IAH)

Description	Est. Monthly Enrollments	X	Rate Per Person	X	Cost Per Year
Aviation Worker Initial Enrollment	800	x	$_____	12	$_____
Aviation Worker CHRC Check Only	80	x	$_____	12	$_____
Aviation Worker STA Check Only	200	x	$_____	12	$_____
Scanning Fee (Inked Card)	15	x	$_____	12	$_____
Basic Services Total					$_____

YEAR FIVE (HOU)

Aviation Worker Initial Enrollment	217	x	$_____	12	$_____
Aviation Worker CHRC Check Only	102	x	$_____	12	$_____
Aviation Worker STA Check Only	115	x	$_____	12	$_____
Scanning Fee (Inked Card)	0	x	$_____	12	$_____
Basic Services Total					$_____

Enter the above Basic Services Total Cost on the – **Year Five Rates** – Bid Total Summary on price lines 5a and 5b.

SYSTEM INTERFACE

Interface to Pro-Watch with CBP Approval Process $_____

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S30-T24704

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):

==========C A N C E L L A T I O N==========

J. D.

NON-RENEWED

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

J. D.

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

J. D.

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

==========

AUTHORIZED REPRESENTATIVE OF INSURER _John Doe_____

==========

- O R -

2. By Attaching Endorsements in the form attached.

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

Revised - 03/09/95

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S30-T24704

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.

2. Name and Address of Producer writing coverage.

3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.

4. Name and address of Insured (as shown on policy)

5. Letter in the column must reference the insurer of the policy being described

6. Must be a policy number; no binders will be accepted

7. Date policy became effective

8. Expiration date must be at least **30** days from date of delivery of certificate

9. Name and file number of project

10. Name of project manager

11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

12. All required endorsements must accompany the certificate

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

SOLICITATION NO.: S30-T24704

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANICAL 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.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

S A M P L E F O R M

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 DIVSION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

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

SOLICITATION NO.: S30-T24704

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:
Named Insured:	(Authorized Representative)

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.: S30-T24704

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.: S30-T24704

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 specifi- cations; 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.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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.

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

SOLICITATION NO.: S30-T24704

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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)
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

SAMPLE ISO FORM

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

SOLICITATION NO.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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 Endorsement No.
Insured Premium $

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

SOLICITATION NO.: S30-T24704

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 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.: S30-T24704

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

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

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

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

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

EXHIBIT V – FORM "A": FAIR CAMPAIGN
SOLICITATION NO.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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.: S30-T24704

ORIG. DEPT.:_____ **FILE/I.D. NO.:**_____

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

STATE OF _____ §
§ **AFFIDAVIT OF OWNERSHIP OR CONTROL**
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ [***FULL NAME***] (hereafter "Affiant"), _____ [***STATE TITLE/CAPACITY WITH CONTRACTING ENTITY***] of _____ [***CONTRACTING ENTITY'S CORPORATE/LEGAL NAME***] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

2. Contracting Entity seeks to do business with the City in connection with _____ [***DESCRIBE PROJECT OR MATTER***] which is expected to be in an amount that exceeds $50,000.

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

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

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S30-T24704

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.: S30-T24704

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.: S30-T24704

(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.: S30-T24704

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 "B"
DRUG POLICY COMPLIANCE DECLARATION
SOLICITATION NO.: S30-T24704

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

_____ (Contractor)
(Name of Company)

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

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

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

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

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

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

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

	Random	**Reasonable Suspicion**	**Post Accident**	**Total**
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

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

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

_____
Date

_____
Contractor Name

_____
Signature

_____
Title

EXHIBIT VII – ATTACHMENT "C" AND "D"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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.: S30-T24704

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS
SOLICITATION NO.: S30-T24704

I. Pay or Play Program Elements

A. Purpose

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

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above $100,000 and are not primarily for the procurement of property, goods, supplies or equipment.

2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.

3. Compliance with the program means that the Contractor either:
   • "Pays" by contributing $1.00 per covered employee per hour for work performed under the Contract with the City; or
   • "Plays" by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
   - The employer will contribute no less than $150 per covered employee per month toward the total premium cost.
   - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.

4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than $200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.

1. 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.

2. 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.: S30-T24704

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.: S30-T24704

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.: S30-T24704

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)