

STRATEGIC PURCHASING DIVISION	CITY OF HOUSTON, TEXAS NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: S10-T24905	"PARTNERING TO BETTER SERVE HOUSTON"
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NIGP CODE:

926-77

SOLICITATION DUE DATE/TIME:

THURSDAY, JUNE 12, 2014 by 2:00 P.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

"ONE BIN FOR ALL" MUNICIPAL SOLID WASTE AND RECYCLABLES SERVICES FOR THE CITY OF HOUSTON

PRE-PROPOSAL CONFERENCE:

<i>Date</i>	<i>Time</i>	<i>Location</i>
Tuesday, April 29, 2014	9:00 AM	900 Bagby, Houston, TX

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.

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

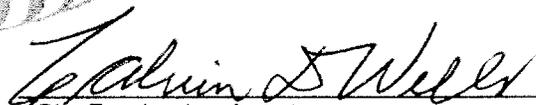
PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
 Greg Hubbard

 Name

Greg.Hubbard@houstontx.gov

 E-Mail Address



 City Purchasing Agent

April 7, 2014

 Date

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**SPECIAL INSTRUCTIONS TO PROPOSER
SOLICITATION NO. S10-T24905**

1 SUMMARY OF SCOPE:

- 1.1 The City of Houston is seeking a public/private partnership that will increase the City's overall diversion rate to 75% or better, create jobs within the City limits, maintain a cost-neutral expense to the City, reduce emissions compared to current processes, and protect and educate local communities. The Proposer shall design, construct, and operate a facility that will mechanically and biologically separate the City's entire residential waste stream into sellable recyclables, process the organic waste through anaerobic digestion to produce synthetic natural gas, and also consider a waste to liquid fuel component for the non-sellable carbonaceous materials.

2 PRE-QUALIFICATION:

- 2.1 This solicitation is a follow-on from the recent RFQ S10-Q24644 to current RFP S10-T24905. Only those Proposers that have been short-listed from RFQ S10-Q24644 will be invited to participate in this RFP S10-T24905.
- 2.2 The Proposal may be submitted by a single Proposer or a team of Proposers. As used in this Solicitation, the term "Proposer" can also mean the plural "Proposers" should the team approach be taken.

3 SUBMITTAL PROCEDURE:

- 3.1 Nine (9) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CDs or Thumb Drives 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

- 3.2 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. The Proposal must be RECEIVED by the City Secretary by the deadline indicated. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 3.3 Proposers may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 3.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

4 PROPOSAL FORMAT:

- 4.1 The Proposal should be electronically generated, and the printed original signed in BLUE ink. It should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 4.2 The Proposal must be signed by an individual legally authorized to bind the Proposer, 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.
- 4.3 The Proposer must be complete, but concise, in its responses. The City appreciates brevity and clarity. The City expects RFPs submitted in response to this RFP to provide enough information about the requested services so as to allow the City to evaluate and competitively rank and shortlist the Proposers based on the Evaluation Criteria set out in Section 8.0 of the Proposal Submittal Requirements.
- 4.4 RFPs must be written in the English language only and shall provide cost and revenue references in U.S.

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dollar denominations.

- 4.5 Outline in sequential order the major areas of the Proposals submission in the following order using tabs for each section on 8.5 x 11 paper. All pages must be consecutively numbered and correspond to the table of contents.

5 PRE-PROPOSAL CONFERENCE:

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

6 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 6.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division buyer, Greg Hubbard, telephone: 832.393.8748, fax: 832.393. 8759, or e-mail (preferred method) to Greg.Hubbard@houston.tx.gov, no later than **Wednesday, May 7, 2014 by 3:00 p.m. CST**. The City of Houston shall provide a written response to all questions received in writing before the deadline in this Section. Questions received from all Proposers shall be answered and sent to all Proposers who are listed as having obtained the RFP. Proposers shall be notified in writing of any changes in the specifications contained in this RFP.

7 LETTERS OF CLARIFICATION:

- 7.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 7.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to the Proposer.

8 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 8.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 8.2 Before submitting a Proposal, each Proposer 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 Proposer from its obligation to comply, in every detail, with all provisions and requirements of the RFP.

9 EXCEPTIONS TO TERMS AND CONDITIONS:

- 9.1 All Exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer 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 or designee in a written statement. The Proposer's preprinted or standard terms or definitions will not be considered by the City as a part of any resulting contract.
- 9.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.
- 9.3 This is a Request for Proposals, and not a Request for Bids. The City shall be the sole judge of each response's conformance with the requirements of this RFP and of the merits of the individual proposals. The

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City reserves the right to waive any conditions or modify any provision of this solicitation with respect to one or more applicants, to negotiate with one or more of the applicants with respect to all or any portion of a proposal, to require supplemental statements and information from any Proposers, to establish additional terms and conditions, to encourage applicants to work together, or to reject any or all responses, if in its judgment it is in the best interest of the City to do so. The City will enforce the submission deadline stated in the RFP. The timing of the conditional selection may differ depending upon the degree to which further information on individual proposals must be obtained or due to other factors that the City may consider pertinent. All Proposals become the property of the City.

- 9.4 Subcontractors may work with multiple primary Proposers. After the selection process has completed, the primary may change or select additional subcontractors with written authorization of the City. These subcontractors may have been submitted with other responses. The City reserves the right to approve all subcontractors and may request substitutions as it deems necessary to serve the best interests of the City.

10 POST-PROPOSAL DISCUSSIONS WITH PROPOSER:

- 10.1 It is the City's intent to commence final negotiation with the Proposer deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer or with multiple Proposers.

11 PROTEST:

- 11.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both the City Attorney and the City Representative identified on the first page. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

11.1.1 A protest shall include the following:

- 11.1.1.1 The name, address, e-mail, and telephone number of the protester;
- 11.1.1.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
- 11.1.1.3 Identification of the RFP description and the RFP or contract number;
- 11.1.1.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- 11.1.1.5 The desired form of relief or outcome, which the protester is seeking.

12 NO CONTACT PERIOD:

- 12.1 Neither Proposer nor any person acting on Proposer'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 Proposer formal response to the solicitation, communications publicly made during the official Pre-Proposal Conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer 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 Proposer. However, nothing in this paragraph shall prevent an Proposer 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.

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13 PROJECT ADMINISTRATION:

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

14 PROCUREMENT TIMELINE/SCHEDULE:

14.1 Listed below are the estimated completion dates and times for this Request for Proposal (RFP):

EVENT	DATE
Date of RFP Issued	April 11, 2014
Pre-Proposal Conference (9 a.m.)	April 29, 2014
Questions from Proposers Due to City (3 p.m. CST)	May 7, 2014
Proposals Due from Proposer (2 p.m. CST)	June 12, 2014
Review and evaluation to include: Interviews/Site Visits	June 16 - August 29, 2014
Review of Supplemental Information/BAFO	September, 2014

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UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1 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 The Proposals will become part of the City's official files without any obligation on the City's part. All Proposals 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 The City of Houston shall not be held accountable if material from Proposals and/or clarification responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 4 In the event a Proposer 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 Proposer 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 Proposer shall not collude in any manner, or engage in any practices, with any other Proposer, 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.
- 7 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer 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 Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with an alternative Proposer the exact terms and conditions of the contract.
- 9 Proposer, 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 The Agreement resulting from this RFP, if there be any, shall be negotiated for the term of up to 15 years. The City of Houston reserves the option of extending the Agreement on an annual basis for five (5) additional two-(2) year terms, or portions thereof.
- 11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12 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 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.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 14 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 The City may terminate its performance under any Agreement 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 Agreement 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 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 Agreement.
- 17 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 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 The City reserves the right to request clarity of any Proposal after it has been received.
- 20 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 The selected Proposer 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.
- 22 After contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for coordinating 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 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 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.

EVALUATION REQUIREMENTS
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1 EVALUATION SELECTION PROCESS:

- 1.1 An evaluation committee will review and evaluate all Proposals. The Committee may decide to develop a short list of Proposers based upon the initial review of each Proposal received. The short listed Proposers may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposers will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposers. The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.
- 1.2 The failure to provide all of the requested information and executed forms may result in the Proposal being deemed incomplete and not evaluated. The City reserves the right to waive any minor deficiencies at its sole discretion.
- 1.3 The award of a negotiated Agreement will be made to the best Proposer offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of each Proposer. Therefore, the Proposer shall furnish to the City such data as the City may request for this purpose. The city reserves the right to reject any submission if the evidence submitted by or the investigation of the Proposer fails to satisfy the City or the Proposer is deemed unqualified to provide the services contemplated.
- 1.4 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all RFPs received prior to contract award.

2 EVALUATION CRITERIA:

- 2.1 **Responsiveness to Proposal.** The City will evaluate each Proposer's responsiveness to the Proposal's "Material" requirements within this RFP.
- 2.2 **Qualifications and Experience.** The City will evaluate each Proposer's technical section according to the following criteria:
 - 2.2.1 Experience in successfully managing the design and construction process including subcontractors for projects similar to what has been proposed.
 - 2.2.2 The extent and depth of relevant experience of the management team (including sub-contractors) and the stability and likelihood of success of the proposed management structure.
 - 2.2.3 Experience of completed and successfully operating commercial grade projects similar to proposed.
 - 2.2.4 Extent to which the prime has experience operating a long-term service contract (5+ years) with a municipality.
 - 2.2.5 Statement of level of commitment to the City's diversion goals.
- 2.3 **Financial.** The City will evaluate each Proposer's financial section according to the following criteria:
 - 2.3.1 The extent to which the Statement of Financial Approach demonstrates the Proposer's capability of the financing of a complex project of this scale.
 - 2.3.2 Experience in successfully closing the financing of large infrastructure projects, with an emphasis on waste management projects involving comparable payment mechanisms.
 - 2.3.3 Level to which the operator is willing to negotiate a zero-cost floor on the revenue share.
 - 2.3.4 Proposal Cost: The net cost to the City of proposed recommendation. (Processing Fee - Revenue Share = Net Cost to City per ton.)
 - 2.3.5 Level of comfort of understanding of proposed financial model as submitted on required template.
 - 2.3.6 The level of detail of a submitted integrated holistic process leading to the production of a gaseous or liquid fuel capable of being sold to the market, and/or used in the City's existing and future fleets.

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- 2.4 **Technology.** The City will evaluate each Proposer's technology section according to the following criteria:
 - 2.4.1 The extent to which the proposed technologies are consistent to the City's stated goals.
 - 2.4.2 Level of risk or increased emissions if proposing a technology using combustion of any part of the waste stream.
 - 2.4.3 Commitment to aggressive timeline of implementation of each proposed technology.
 - 2.4.4 Proposal including a mixed-waste MRF with capability to separate food and other organic waste.
 - 2.4.5 Proposal including Anaerobic Digestion.
 - 2.4.6 Proposal including waste to liquid fuel technologies.
 - 2.4.7 Proposal including composting or mulching.
 - 2.4.8 Level of risk of the future of any off-take energy products.
- 2.5 **Sustainability.** The City will evaluate each Proposer's sustainability section according to the following criteria:
 - 2.5.1 Comparative emissions of WARM model submitted with the Proposal.
 - 2.5.2 Rank order and quality of jobs creation within City limits.
 - 2.5.3 Level of risk to local community associated with the site(s) proposed.
 - 2.5.4 Comparative evaluation of surrounding communities (based on sites) educational approach.
 - 2.5.5 Comparative evaluation of program approach and/or offerings for the on-site visitor center(s).
 - 2.5.6 Comparative evaluation of offering wider community education plans.
 - 2.5.7 Comparative analysis of proposed off-takers and/or retailers and related Agreements.
- 2.6 **M/WBE Subcontracting Participation:**
 - 2.6.1 Relevancy and level of participation by M/WBE firms.

**PROPOSAL SUBMITTAL REQUIREMENTS
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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. Proposers are encouraged to include additional relevant information. Proposals should be as thorough and detailed as possible and enable the City to evaluate the firm's capabilities to provide single waste stream processing services.

1 TITLE PAGE:

- 1.1 The title page should include the title and solicitation number of the RFP, name and address of the Proposer, and the date of the Proposal. If the Proposal is being submitted by more than one Proposer, then each Proposer should be included.

2 COVER LETTER:

- 2.1 An authorized representative of the firm/organization shall sign the cover letter. The letter should indicate the firm/organization's commitment to provide the services as required by the City of Houston.

3 OFFER & SUBMITTAL FORM:

- 3.1 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.
- 3.2 A sample Offer and Submittal Form is attached as **Appendix D**.

4 LETTER OF TRANSMITTAL:

- 4.1 A letter of transmittal shall include the following:
- 4.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.
- 4.1.2 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.
- 4.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; 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.

5 GENERAL SECTION: Proposers shall include the following general and legal information in the "general section" of their RFP.

- 5.1 Proposer's Contact Information. Indicate the name, title, firm name, address, telephone number, facsimile number and email address for all persons on the Proposer's team who the Proposer wishes to receive notices in relation to the Project.
- 5.2 Proposal Submittal Letter. A duly authorized official or representative of the Proposer must execute the transmittal letter in blue ink. For Proposers that are joint ventures, partnerships, limited liability companies, consortia, or other associations, the transmittal shall have appended to it letters on the letterhead stationery of each Equity Member, executed by authorized officials of such Equity Member, stating that representations, statements and commitments made in the RFP on behalf of the Equity Member have been authorized by, are correct, and accurately represent the role of the Equity Member in the Proposer team.
- 5.3 Table of Contents. Outline in sequential order the major areas of the RFP, including enclosures.
- 5.4 Executive Summary. Summarize your Proposals submission in five to six pages outlining why your team is best suited to meet the objectives of the City.
- 5.5 Outline the organization of your team, companies involved, key personnel and a summary of roles and

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responsibilities. Also indicate and provide contact information for the primary individuals leading this process.

- 5.6 A sufficiently detailed project schedule.
- 5.7 Proposer must concur with the project goals and objectives to be incorporated into a Service Agreement with a multi-year duration to be executed by the City.
- 5.8 Proposer must demonstrate either that the Center is co-located at an existing licensed landfill site or that the Proposer has an agreement with an existing "Type 1" permitted site to receive residual material under the terms of the Service Agreement, and:
 - 5.8.1 Secure and provide evidence of a partnership with a hauler or landfill operator, if not the Proposer, for additional Municipal Solid Waste and disposal capacity;
 - 5.8.2 If composting is proposed, it must be co-located with a landfill activity to qualify for a TCEQ credit of landfill fees to the Center's service fees; and
 - 5.8.3 Secure and provide evidence of a willingness to have a "mutual" cooperation relationship with the operator (Republic Services or its successor) of the City transfer stations.

6 QUALIFICATIONS AND EXPERIENCE:

- 6.1 Company information. Provide background information on the Proposer including company history, years in business, number of employees, and any other information communicating capabilities.
- 6.2 Relevant Experience. Summarize projects where the design team has provided design services on a project similar to that proposed in this RFP or has served as the designer and provided services for a project of comparable size and scope as that described in this RFP to include:
 - 6.2.1 Project name and location and images;
 - 6.2.2 Design team names and roles;
 - 6.2.3 Year project completed (or "In Design" or "Under Construction");
 - 6.2.4 Short description of services provided;
 - 6.2.5 Identification of the key individuals who worked on the project and will work on this project;
 - 6.2.6 Summary of the role of the public sector (if any);
 - 6.2.7 Reference contact information;
 - 6.2.8 Project development cost;
 - 6.2.9 Resumes summarizing the experience of the key team members who will work on this project ; and
 - 6.2.10 Provide at least three references that can be contacted, with special attention to references from public entities, if possible.
- 6.3 Provide a list and a brief description of all instances during the last five years involving waste management projects in which the Proposer (or any other organization that is under common ownership with the Proposer), any Equity Member, or any Major Non-Equity Member was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and email address if available). If none, then please state so.
- 6.4 Based on your proposal, state your commitment to meet the City's diversion goals, both percentages of diversion and timeframe to achieve those goals.

7 FINANCIAL SECTION: [Proposers shall include the following financial information in the "financial section" of their RFP.]

A summary of the Proposer's experience: On successfully closing the financing of projects similar to the goals and objectives of this RFP; and successfully developing large waste management projects that involved the Proposer sharing substantial risks associated with design, construction, financing, operations and maintenance. The form included at **Appendix A** should be completed as part of the summary of this financial

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experience.

- 7.1 Submit 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 Dunn & Bradstreet report or federal tax forms filed to the Internal Revenue Service (IRS) for the past two years.
- 7.2 Proposer must demonstrate financial feasibility: cost constraints; necessary expertise to design, build and operate Center; social or cultural implications; and legal or regulatory constraints. Proposer must further describe an approach to develop the Center as a project that requires no additional funding beyond what the City of Houston pays in FY 2013 to manage its MSW and maintains cost competitiveness with City's current and projected transfer and disposal services costs; Proposers are encouraged to offer the lowest, most responsive cost, which addresses the largest number of desired outcomes for the City of Houston.
- 7.3 Statement of Financial Approach. A statement of the Proposer's financial approach to the Project, shall include:
 - 7.3.1 Likely financing structure e.g., on balance sheet financing/project financing;
 - 7.3.2 Access to and use of tax-exempt finance;
 - 7.3.3 Anticipated cost of financing the project, and identification of any perceived challenges to financing the Project and proposed innovations to meet these challenges; and
 - 7.3.4 Describe the likely financial risks for both the Proposer and the City.
- 7.4 Proposer must provide an internally generated financial pro-forma model including a detailed operational schedule which provides line item detail to determine total CapEx and operational expenses. Using the separately provided template (**Appendix B**), the Proposer will summarize the details into a summary sheet that will be used as input data for the city to interface the Proposer's model and link the city's internal comparative analysis model to each contractor's model.
 - 7.4.1 The City-provided template must not be modified. Assumption narratives may be included on the tab intended for this purpose. Off-template calculations can be identified in the assumptions narrative and submitted as part of the proposal.
 - 7.4.2 Processing Costs / Tip Fee escalation amounts during the life of the contract can only be calculated on Consumer Price Index (CPI).
 - 7.4.3 The City is analyzing its own internal costs and potential savings and should not be addressed in the Proposer's financial section.
- 7.5 Proposer must provide performance guarantees regarding the processing and uptime for mechanical and/or conversion technology equipment, which should begin 30 days after formal acceptance of the equipment and the Center.
- 7.6 Proposer must clearly demonstrate the proposed methodology for determining the gross and net service fee to be paid by the City, including any revenue sharing operating and capital cost savings, and or tax abatement, if any, proposed by the Proposer.
- 7.7 Proposer must demonstrate the ability to provide timely and accurate financial and operational reporting (profit & loss, debt service, visitors, and diversion rate as examples) on a monthly, quarterly and annual basis.
 - 7.7.1 Conduct a periodic audit of the City's residential waste stream diversion and disposal and report the results to the City.
 - 7.7.2 Conduct a periodic audit/study of facility emissions and report the results to the City.
 - 7.7.3 Other reporting that will include but not limited to:
 - 7.7.3.1 Operating hours per month;
 - 7.7.3.2 Equipment uptime;
 - 7.7.3.3 Equipment maintenance;
 - 7.7.3.4 Planned maintenance;
 - 7.7.3.5 Capital improvement plans;

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- 7.7.3.6 Market trends of recyclables commodities;
 - 7.7.3.7 Hazardous / e-waste disposal reporting;
 - 7.7.3.8 Contamination rates; and
 - 7.7.3.9 Employee turnover.
- 7.8 Proposer must summarize financial information pertaining to each equity member, major non-equity members, guarantors and others as required.
- 7.8.1 GAAP/IFRS. Financial statements for the Proposer, including the Equity Members and Major Non-Equity Members and, if applicable, any joint ventures making up the Major Non-Equity Members for the three most recent fiscal years, audited by a certified public accountant in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS).
 - 7.8.2 Audited Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financial statements are not yet available for the most recently completed fiscal year, the Proposal shall include unaudited financials for such fiscal year, certified as true, correct and complete by the chief financial officer or treasurer of the entity.
 - 7.8.3 Newly Formed Entity. If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Equity Members shall be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements).
 - 7.8.3.1 Guarantors. If any Equity Member or Major Non-Equity Member of the selected Proposer's team does not have audited financial statements, the City may require a guarantee covering such entity's performance and financial obligations by a Guarantor acceptable to the City.
- 7.9 Credit Rating. Proposer must provide the credit rating for the Proposer, including the rating for each Equity Member and Major Non-Equity Member and, if applicable, each of the joint ventures comprising the Major Non-Equity Members. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity;
- 7.9.1 Letters of Bank Support. Proposer must provide for each Equity Member, please provide no less than two and no more than four letters from underwriters or from the Equity Member's principal banks, indicating that the identified member is capable of securing, managing, and bringing to financial close the financing of a project of this size and nature involving a public-private partnership.
 - 7.9.2 The use of any range of bonds within the City's control, guarantees, or other security that it may require for the Service Agreement will be part of a final service contract negotiation. Proposers are advised that the resulting service contract may require a package of bonds and other security in a total amount greater than the value of the service contract amount.
 - 7.9.2.1 Proposer must describe any perceived need of any of the above financial instruments as part of the proposal.
 - 7.9.3 Proposer must provide full disclosure of all associated firms that are members of the Proposer's team, including the Proposer's willingness to comply with the City's requirement for up to 22% involvement of M/WBE subcontractors.
- 7.10 Proposers must clearly indicate their position on providing the City with revenue sharing from the sale of products and outputs from the Center and to do so in an understandable manner computed and stated in annual terms.
- 7.11 Proposers shall clearly indicate the dependence on environmental or biofuels federal, state or local tax credits and/or incentives built into the financial approach.
- 7.12 Proposers will describe their willingness to enter into a zero-cost floor on recycling revenue share. The City would like to reduce its risk to fluctuating markets and would expect the net cost to the City never exceed the tip/processing fee.

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8 TECHNOLOGY SECTION: [Proposers shall include the following information in the “technology section” of their RFP.]

- 8.1 State in a technology summary how the technologies proposed in your submission meet the objectives and goals stated in this RFP.
 - 8.1.1 Identify and discuss the benefit and risks of each technology proposed (ie, MRF/MBT, Anaerobic Digester, Composting/Mulching, Biomass to Liquid Fuel, etc).
 - 8.1.2 Provide the City with concept drawings, narratives, process flow diagrams, mass balance graphics, and calculations that support the system proposed.
 - 8.1.3 Provide references attesting to the technical qualifications for the Center’s design.
 - 8.1.4 Identify the timing and phase approach in implementing each technology.
 - 8.1.5 Discuss the impact (benefit or risk) to each technology if the City were to require (through education or policy) that all “wet” waste be placed in bags before being placed in the bin of loose dry materials.
- 8.2 Discuss the future levels of risk of each proposed off-take product/commodity.
- 8.3 Discuss whether or not any part of the proposed design will combust any part of the waste stream.
- 8.4 Discuss the expected uptime and plans for required regular maintenance of each technology proposed.
 - 8.4.1 Identify any redundancies built in to minimize down-time.
- 8.5 Discuss any unique intellectual property proposed.
- 8.6 Site Visits:
 - 8.6.1 Each Proposer should recommend a site to visit that exemplifies the best representation of the submitted Proposal.
 - 8.6.2 The City reserves the right to choose which, of all Proposers, sites to visit or not visit. The choice is solely the City’s.
 - 8.6.3 The criteria for the choice of locations to visit will be solely the City’s decision. It will be based on the value or application to the City’s project.

9 SUSTAINABILITY SECTION:

- 9.1 Proposed site(s) for the Proposer’s recommended Center:
 - 9.1.1 Each Proposer must at least list a primary recommended site and, if possible, alternative sites that would meet that stated goals of this project.
- 9.2 Community Education:
 - 9.2.1 Educational Outreach:
 - 9.2.1.1 Proposer shall describe in narrative fashion, their Proposal for educating any nearby community that may be impacted by the proposed Center.
 - 9.2.1.2 Proposer shall describe in narrative fashion, their proposal for programs for educating the City’s residents on use and value of the Center as well as ways to decrease personal consumption, reuse and reduce overall discarded waste.
 - 9.2.2 Visitor Center Space. Create a world class educational space in which to host entities from around the world as they explore the concept of “One Bin for All.” Include any parking requirements created by the proposed Center, bike parking and electric vehicle charging stations.
 - 9.2.3 City Office Space. Allocate space for the City to monitor the Center’s performance of the Service Agreement as well as use of a conference room for meetings related to the Project.
- 9.3 Each Proposer must use the current EPA WARM (June 2013 – **Appendix C**) modeling spreadsheet to

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calculate the impact of their recommended Proposal. The modeling must include all aspects within the control of the Center and its generated commodities only. Do not include any estimated impact of any presumed reductions in the City's logistics functions.

9.4 Environmental Impact:

9.4.1 Proposer's final WARM spreadsheet must be included (in Excel format) with their Proposal that addresses:

9.4.1.1 Statement of Green House Gas (GHG) emissions that will be produced by each technology proposed;

9.4.1.2 Statement of GHG emissions that will be produced by any logistics of moving waste from transfer station to the Center;

9.4.1.3 Statement of GHG emissions that will be produced for the logistics of transporting purchased commodities from the Center to the off-taker or retailer location; and

9.4.1.4 Statement of GHG emissions of logistics and landfilling any residual materials that cannot be sold or processed into energy.

9.5 Job Creation:

9.5.1 Provide an estimate of the number of permanent full-time jobs to be created in Houston and the basis for that projection, demonstrating financial feasibility.

9.5.2 Provide a assumed percentage breakdown of salaried and hourly employees employed by the operator.

9.5.3 Provide an estimate of the number of potential full-time jobs created for the construction phase of the project.

10 M/WBE PARTICIPATION:

10.1 Proposer will be expected to comply with the City's Minority and Women Business Enterprise ("MWBE") 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 in at least **22%** of the value of this Agreement to City of Houston MWBE certified subcontracting firms. Proposer must acknowledge 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.

10.2 List the name(s) of the M/WBE firm(s) to perform services as part of the team (**Appendix F**).

10.3 Schedule of M/WBE Participation (**Appendix G**).

10.4 Indicate the role of the M/WBE firm(s) listed on the Letter of Intent form (**Appendix H**).

10.5 Indicate the degree of M/WBE firm(s) participation on the Utilization Report (**Appendix I**).

11 HIRE HOUSTON FIRST (HHF):

11.1 Designation as a City Business or Local Business:

11.1.1 **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>

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

12 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 12.1 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 RFP for all purposes. Proposer must acknowledge it has reviewed Executive Order No. 1-7 and will comply with its Terms and Conditions. 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 "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal. **[The Pay or Play Forms will be provided in a forthcoming Clarification.]**

13 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 13.1 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 Proposers 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.
- 13.2 Completion of **Appendix K** – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Proposal.

14 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 14.1 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. **Appendix J** of this RFP describes the contract and documentation requirements relating to this Ordinance.

15 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 15.1 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 Proposer must certify to its compliance with this policy. The Executive Order 1-31 disclosure and compliance forms must be completed and returned prior to award. **[These Forms will be provided in a forthcoming Clarification.]**

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CONTRACT TERMS AND CONDITIONS
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[CONTRACT TERMS AND CONDITIONS SHALL BE PROVIDED LATER IN A LETTER OF CLARIFICATION.]

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Exhibit "A" Definitions

Center: Center refers to the entire facility, including all technologies proposed that accomplishes the goals of the project.

Desired, Should: These issues are important to the City of Houston and can impact the award decision significantly.

Equity Member: Equity Member refers to an entity whose predominant role, for the purposes of the Project, is to directly or indirectly contribute shareholders' equity to the Proposer group.

Guarantor: Guarantor refers to an entity, whether a parent company or otherwise, that will provide a guarantee for the obligations of another entity in the Proposer group. These obligations may be equity commitments or commitments to perform tasks as part of the Project.

Lead Contractor: Lead Contractor refers to an entity or joint venture nominated in the RFP to provide design and construction services, and will be primarily responsible for the construction of the Project. The Lead Contractor may subcontract services to smaller firms; however, the Lead Contractor performs an overarching role in coordinating these smaller firms for Project delivery. A Lead Contractor may also be an Equity Member. If a Lead Contractor is not an Equity Member, it will be considered a Major Non-Equity Member for purposes of the RFP.

Lead O&M Firm: Lead O&M Firm refers to the entity nominated in the SOW to provide operations and maintenance services for the Project.

Major Non-Equity Member: Major Non-Equity Member refers to an entity that proposes not to contribute equity or financial support to the Proposer group, but instead proposes to render services that are essential to construction, operations and/or overall delivery of the Project. Major Non-Equity Members are likely to be Lead Contractors or Lead O&M Firms.

Must, Required: Requirement must be met in order for the Proposal to be considered.

Optional, May: Preferred issues, but not essential for consideration or award.

Proposer: Proposer refers to the entity or group of entities (in the case of a consortium) on whose behalf a RFP is submitted. Typically, a Proposer group of entities will comprise one or more Equity Members and one or more Major Non-Equity Members.

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Exhibit "B" Scope of Work

- 1 GENERAL:** The City of Houston is actively seeking Proposals for a long-term service contract (15+ years) with a public/private partnership that will increase the overall diversion rate to 75% or better, create jobs within the City limits, maintain a cost-neutral expense to the City, reduce emissions compared to current processes, and protect and educate local communities. It is expected that the Proposer of choice will design, construct, and operate a facility that will mechanically and biologically separate the City's entire residential waste stream into sellable recyclables; process the organic waste through anaerobic digestion to produce synthetic natural gas; and consider a waste to liquid fuel component for the non-sellable carbonaceous materials.
- 2 BACKGROUND:**
- 2.1 This RFP is a follow-on to RFQ S10-T24644, and RFP responses will only be accepted by those Respondents who have been short-listed.
- 2.2 The City of Houston ("City" or "Houston") is actively seeking a long-term service contract that will:
- 2.2.1 Increase its overall diversion rate to more than 55% in year one and 75% or greater thereafter,
 - 2.2.2 Creates jobs in the City,
 - 2.2.3 Maintains a cost neutral overall expense load to the City,
 - 2.2.4 Dramatically reduces emissions compared to current processes, and
 - 2.2.5 Protects and educates local communities.
- 2.3 Houston collects municipal solid waste (MSW) and recyclable material from approximately 377,000 single-family households (SFHs) and small apartment complexes of eight units or less. The City's collections efforts generate the following approximate tonnages annually (these numbers are projected based on the current expansion of the single-stream program).
- 2.3.1 The following is definitely included as tonnage for this project:

2.3.1.1 Residential Trash Service:	380,297 tons
2.3.1.2 Residential Single Stream Curbside Recycling:	48,000 tons
2.3.1.3 Residential Dual Stream Curbside Recycling:	2,880 tons
2.3.1.4 Neighborhood & Drive-through Recycling Centers:	4,516 tons
 - 2.3.2 The following may be included but will be decided at a later date:

2.3.2.1 Yard Waste	16,024 tons
2.3.2.2 Tree/Wood Waste	54,229 tons
 - 2.3.3 The following will not be included:

2.3.3.1 E-Waste (Drive-up and Community Collection):	500 tons
2.3.3.2 Heavy Trash	163,286 tons
 - 2.3.4 Additional tonnage that the City is considering (estimates only):

2.3.4.1 Opt-Out Households (56,256 Households)	70,320 tons
2.3.4.2 Municipal Buildings (est.)	50,000 tons
2.3.4.3 Aviation Waste (est.)	75,000 tons
2.3.4.4 PWE C&D Waste (est.)	125,000 tons
- 2.4 The City's Solid Waste Management Department (SWMD) is responsible for all city residential municipal solid waste collection. The SWMD provides weekly curbside mixed waste collection to single family households. The SWMD collects approximately 35% of Houston's total waste stream, while the private sector collects

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about 65%. Arrangements for delivery and including any private sector waste would be up to the Proposers.

- 2.5 The City has recently completed a waste characterization study. The data from this study is included in **Exhibit B-1**, and uploaded as separate files with this Request for Proposal.
- 2.6 The City provides single-stream, curbside-recycling collection to 211,000 SFHs (56%), and provides dual-stream, curbside-recycling collection to 39,000 SFHs (10%). The existing single stream program collects 4,000 tons of recyclables each month and has a 62% household participation rate. The dual stream program collects 240 tons of recyclables each month and achieves a 22% household participation rate. The City is in the process of increasing the number of SFH which have access to single-stream to a total of 273,000 (72%) homes by May, 2014.
- 2.7 There is no direct fee charged to residents for SWMD's services. Generally, money for SWMD's operations comes from the City's General Fund. However, residents may be charged for extra waste bins, and for tags on waste that does not fit in the bin.
- 2.8 The major locations of waste transfer, disposal and/or recycling activity currently used by the City are indicated in **Exhibit B-2**. The City of Houston owns three transfer stations, which are operated under contract by Republic Waste Services. The MSW collected by the SWMD is either direct-hauled to one of two landfills owned by Republic Services or one owned by Waste Management, or is taken to one of the City's three transfer stations. The MSW taken to the transfer stations is hauled by Republic Services to one of its landfills. The disposal sites, both landfills and transfer stations are noted as follows:
- 2.8.1 McCarty Road Landfill: Located on Oates Road in Houston (Harris County) and is owned and operated by Republic Waste Services.
- 2.8.2 Blue Ridge Landfill: Located in Fresno (Fort Bend County) near Houston, and is owned and operated by Republic Waste Services.
- 2.8.3 Waste Management of Texas Inc. (Atascocita Landfill): Located in Humble (Harris County) near Houston, and is owned and operated by Waste Management.
- 2.8.4 Northwest Transfer Station (owned by the City) – 14421 Sommermeyer St, Houston, 77041
- 2.8.5 Southwest Transfer Station (owned by the City) – 4904 Westpark Dr, Houston, 77057
- 2.8.6 Southeast Transfer Station (owned by the City) – 9225 Lawndale St., Houston, 77012
- 2.8.7 A map of the major Solid Waste and Recycling Locations Currently Used by the City can be found in **Exhibit B-2**.
- 2.9 Yard and tree/wood waste is generally collected and managed separately by the City of Houston through a contract with Living Earth Technologies Company (LETCO). Four special stations receive this waste from City collection trucks, which is then ground, chipped, or composted to be sold in the Houston marketplace. The most recent annual available data (2012) indicates approximately 70,000 tons of yard and tree/wood waste was managed through this program.
- 2.10 The SWMD provides a dedicated weekly yard waste service in which only grass clippings, small branches, and leaves are set curbside in compostable bags. Residents may bundle and set out small branches as long as they measure less than four feet in length, are less than 18 inches in diameter, and weigh less than 50 pounds. This separate yard trimmings collection service is offered to all citizens who receive automated mixed waste collection service. The Department collected less than 20,000 tons of this material in fiscal year 2012.
- 2.11 The City collects big tree waste (including limbs, branches and stumps) every other month on the resident's designated bulky waste collection day. Some of this woody waste is processed under the LETCO contract. The Department collected approximately 57,000 tons of wood waste during fiscal year 2012.
- 2.12 Household hazardous waste (HHW) can be dropped off at the two environmental service centers. E-waste can be dropped off at the three sites (Westpark Consumer Recycling Center and the North and South Environmental Service Centers). The Department conducts special E-waste events. Heavy trash, household hazardous waste, and waste from discarded electronic products will be handled separately and is **not** a potential feedstock for this facility.

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3 INTENT / OBJECTIVE:

- 3.1 The City's goals and objectives for the "One Bin for All" Project (hereinafter called "Project") are summarized as follows:
- 3.1.1 Transform the concept of "municipal solid waste" in to "resource recovery," eliminating all distinctions between "trash" and "recycling" within the first year following acceptance of equipment and facility;
 - 3.1.2 Decrease the volume of waste sent to landfills by recovering more materials;
 - 3.1.3 Allow all residents to put all of their discarded materials into one bin (excluding heavy trash, yard waste, junk, e-waste and hazardous household waste);
 - 3.1.4 Allow technology and new process systems to sort household materials more effectively than current systems;
 - 3.1.5 Provide the City with access to a substantial increase (from 17% to 55%) in the volume of valuable resources for recovery within the first year following acceptance of equipment and facility. Provide the highest guaranteed diversion rate for City residential municipal solid waste (R-MSW) materials, 75% or better within "Year 2" and after;
 - 3.1.6 Reduce greenhouse gas emissions (GHG) from a 2010 baseline of 30,955 MTCO₂E, by diverting organic material from landfills, converting the organic material into bio-energy producing feedstocks, thereby improving air quality;
 - 3.1.7 Maintain or reduce total City MSW costs through reduced charges and/or increased revenue sharing;
 - 3.1.8 Create permanent full-time jobs in the immediate community;
 - 3.1.9 Secure through a Service Agreement, a developer(s) with key team members that include design, equipment, finance, construction firms and a commitment to meet the City's MWBE subcontracting goals for execution of a contract and long-term operation of the Center;
 - 3.1.10 Explore the use of publicly available tax incentives to create a feasible transaction;
 - 3.1.11 Encourage collaboration, creativity and innovation between the selected Proposers and City staff and other stakeholders;
 - 3.1.12 Create an onsite education center that is world class, including the ability to visually tour both processing and conversion technologies in a safe and efficient manner. The City desires to conduct routine educational events with the successful Proposer and to ensure this as an important element of the resultant Service Agreement, and
 - 3.1.13 Have compressed natural gas (CNG) produced from MSW within 24 months following acceptance of equipment and facility that can be used internally and/or sold to the market.
 - 3.1.14 Produce liquid bio-fuel within 24 months following acceptance of equipment and facility that can be used internally and/or sold to the market.
- 3.2 To accomplish the above-mentioned goals, the City desires the development of a mechanical biological treatment facility with advanced resource recovery (MBTARR) processing. The City desires that the long term contract be privately financed, owned and operated (hereinafter called "Center") by the successful Proposer. The City seeks only to compensate the successful Proposer for City of Houston municipal solid waste processed. Although the Center may utilize public participation to the extent available (tax-exempt financing, 380 Agreements, etc.), the City does not currently intend to finance nor take any equity position in the Center. The City desires a self-sustaining facility/process that minimizes costs and risks to the City. Submissions that are unclear on this point, or do not reflect the City's intentions, may be considered non-responsive to this RFP. The City of Houston is seeking a developer and key team members with proven expertise in accomplishing these goals. Developers may include construction firms on their team as part of the Proposal, but this is not required. Developers should include equipment manufacturers as part of their team.
- 3.3 The Proposers must propose technologies for the Center that includes advanced mixed waste processing

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coupled with anaerobic digestion.

- 3.4 The City also desires an integrated holistic process which could lead to the production of a gaseous or liquid fuel capable of being sold to the market and/or used in the City's existing fleet or future fleets. The intent of the city is that all municipal solid waste as outlined in Section 3.3 will be processed and sorted by the Center.
- 3.5 Only RFPs that clearly and fully describe financing, building and operating the Center, and alternatives that meet the stated goals, will be evaluated.

4 ADDITION & DELETION:

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

5 ESTIMATED QUANTITIES NOT GUARANTEED:

- 5.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

6 TIME EXTENSIONS:

- 6.1 If the Department requests an extension of time complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension shall 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).

7 INTERLOCAL AGREEMENT:

- 7.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through Inter-Local Agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

8 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

- 8.1 Neither Proposer nor any person acting on Proposer's behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the RFP evaluation committee, 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 Buyer identified on the first page of the RFP. Upon issuance of the RFP through the pre-award phase and up to the award of a contract, aside from Proposer's formal proposal to the RFP, communications publically made during the official pre-proposal conference, written requests for clarification during the period officially designated for such purpose by the City Buyer and communications during an oral interview, scheduled at the request of and for the benefit of the RFP evaluation committee, if any, neither Proposer nor persons acting on their behalf shall communicate with any member of the RFP evaluation committee, appointed or elected

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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 contract award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer. However, nothing in this paragraph shall prevent Proposer from making public statements to the City Council body convened for a regularly scheduled session after the RFP evaluation committee has made its official selection and presented same to Council for action.

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SCOPE OF WORK / DEFINITIONS
SOLICITATION NO. S10-T24905

Exhibit B-1

City of Houston – Waste Characterization Study Data

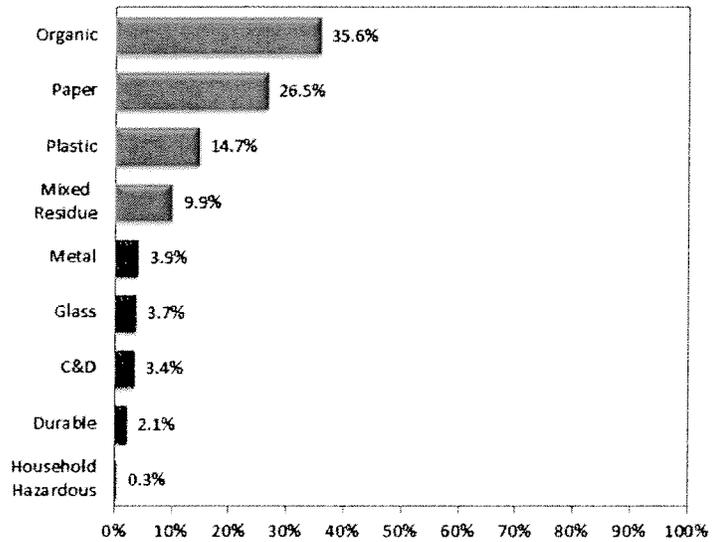
(Exhibit B-1a: WCS Overall_Garbage.xlsx)

(Exhibit B-1b: WCS Overall_Recycle.xlsx)

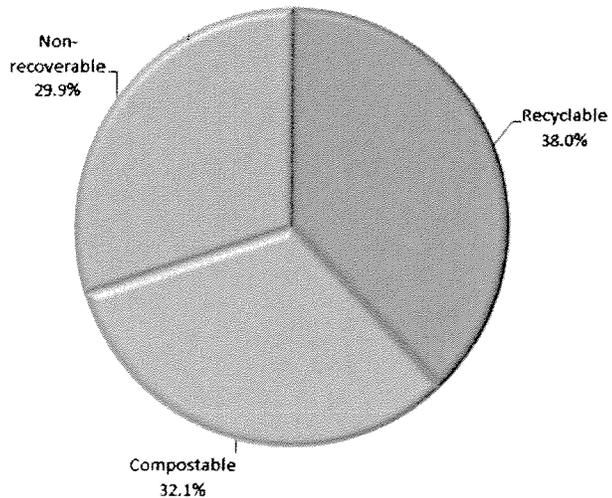
(Exhibit B-1c: WCS Overall.xlsx)

This solicitation includes downloadable spreadsheets, documents and images that are required by the City from each Proposer. The Graphs and Tables below are ONLY SAMPLES to the actual downloadable files for Proposers to download from the City of Houston SPD website.

Material Class	Composition
Paper	26.5%
Plastic	14.7%
Metal	3.9%
Glass	3.7%
Organic	35.6%
C&D	3.4%
Durable	2.1%
Household Hazardous	0.3%
Mixed Residue	9.9%
Total	100.0%



Material Class	Composition
Recyclable	38.0%
Compostable	32.1%
Non-recoverable	29.9%
Total	100.0%

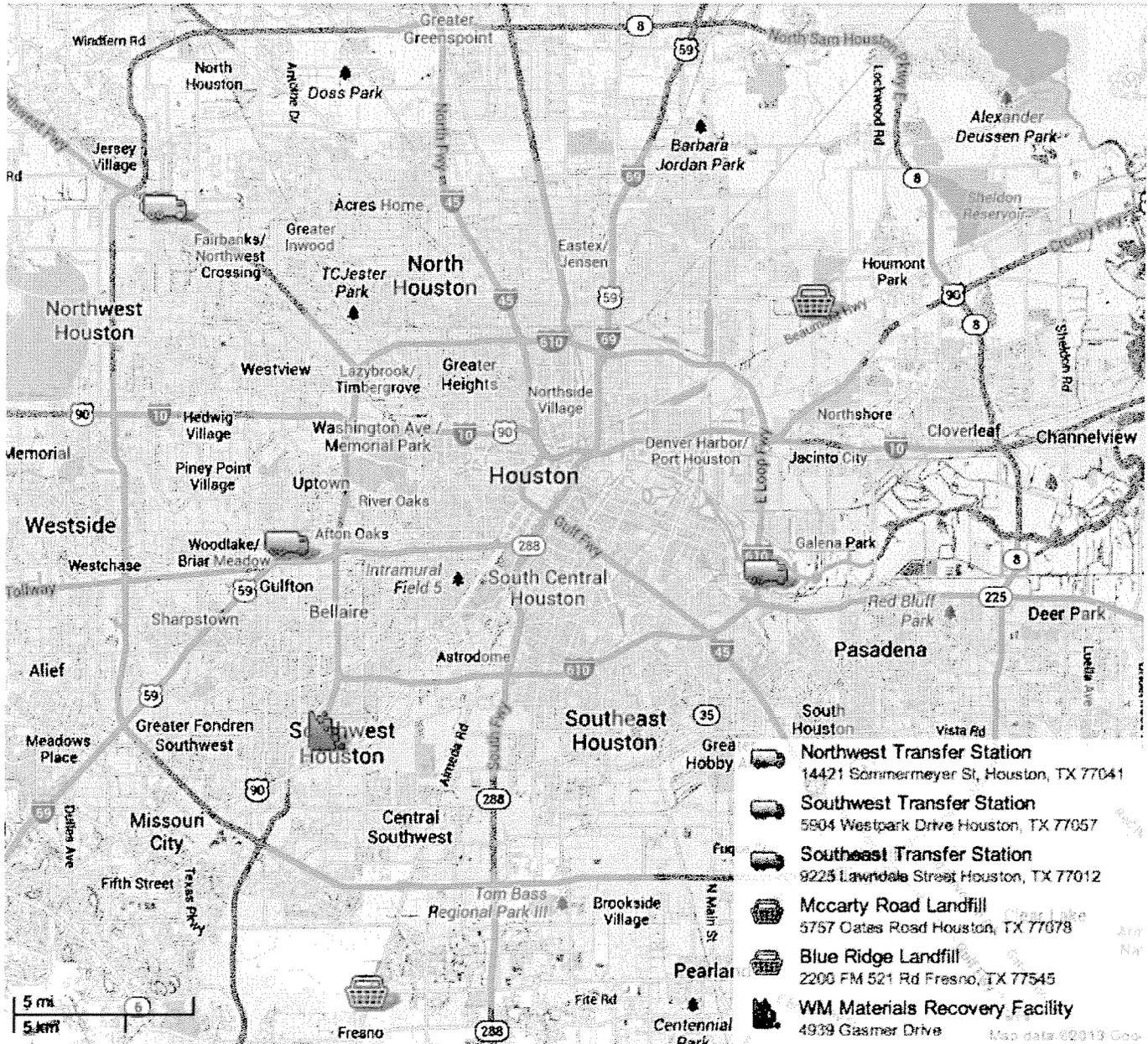


SCOPE OF WORK / DEFINITIONS
SOLICITATION NO. S10-T24905

Exhibit B-2

City of Houston – Map of Major Solid Waste and Recycling Locations

This solicitation includes downloadable spreadsheets, documents and images that are required by the City from each Proposer. They can all be downloaded from the same location as the RFP on the City of Houston SPD website.



SCOPE OF WORK / DEFINITIONS
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[EXHIBITS C TO I SHALL BE PROVIDED LATER IN A LETTER OF CLARIFICATION]

Exhibit C	FEEES AND COSTS
Exhibit D	EQUAL EMPLOYMENT OPPORTUNITY
Exhibit E	MWBE SUBCONTRACT TERMS
Exhibit F	DRUG POLICY COMPLIANCE AGREEMENT
Exhibit G	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
Exhibit H	DRUG POLICY COMPLIANCE DECLARATION
Exhibit I	CONTRACTOR PAY OR PLAY

APPENDICES
SOLICITATION NO. S10-T24905

Appendix B-1:

Developer pro forma model interface instructions (PDF doc) – *Prepared by: Adroit Project Advisors, LLC Houston, TX*

Appendix B-2:

City of Houston Financial Pro Forma Interface (EXCEL doc)

This solicitation includes downloadable spreadsheets, documents and images that are required by the City from each Proposer. They can all be downloaded from the same location as the RFP on the City of Houston SPD website.

City of Houston OBFA pro forma model interface

OBFA program



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APPENDICES
SOLICITATION NO. S10-T24905

Appendix C

EPA WARM Model

This solicitation includes downloadable spreadsheets and images that are required by the City from each proposer. They can all be downloaded from the same location as the RFP on the City of Houston SPD website.

Version: 1.0
Waste Reduction Model (WARM) – Inputs

Use this worksheet to describe the baseline and alternative MSW management scenarios that you want to compare. The blue shaded areas indicate where you need to enter information.

1. Describe the baseline generation and management for the MSW materials listed below. If the material is not generated in your community or you do not want to analyze it, leave it blank or enter 0. Make sure that the total quantity generated equals the total quantity managed.

2. Describe the alternative management scenario for the MSW materials generated in the baseline. Any decrease in generation should be entered in the Source Reduction column. Any increase in generation should be entered in the Source Reduction column as a negative value. (Make sure that the total quantity generated equals the total quantity managed.)

Material	Baseline					Alternative Scenario				
	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted	Tons Generated	Tons Source Reduced	Tons Recycled	Tons Landfilled	Tons Combusted	Tons Composted
Aluminum Cans				NA	0.0					NA
Aluminum Ingot				NA	0.0					NA
Steel Cans				NA	0.0					NA
Copper Wire				NA	0.0					NA
Glass				NA	0.0					NA
HDPE				NA	0.0					NA
LDPE	NA			NA	0.0		NA			NA
PET				NA	0.0					NA
LLDPE	NA			NA	0.0		NA			NA
PP	NA			NA	0.0		NA			NA
PS	NA			NA	0.0		NA			NA
PVC	NA			NA	0.0		NA			NA
PLA	NA				0.0		NA			
Corrugated Containers				NA	0.0					NA
Magazines/Third-class Mail				NA	0.0					NA
Newspaper				NA	0.0					NA
Office Paper				NA	0.0					NA
Phonebooks				NA	0.0					NA
Textbooks				NA	0.0					NA
Dimensional Lumber				NA	0.0					NA
Medium-density Fiberboard				NA	0.0					NA
Food Scraps	NA				0.0	NA	NA			
Yard Trimmings	NA				0.0	NA	NA			
Grass	NA				0.0	NA	NA			
...	NA				0.0	NA	NA			

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**APPENDIX D- OFFER AND SUBMITTAL FORM
SOLICITATION NO. S10-T24905**

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 PROPOSER 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____

APPENDIX E – REFERENCES
SOLICITATION NO. S10-T24905

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: _____

APPENDIX G – SCHEDULE OF MWBE PARTICIPATION
SOLICITATION NO. S10-T24905

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

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

APPENDIX G -- (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO. S10-T24905

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME _____

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER _____

NAME (TYPE OR PRINT) _____

TITLE _____

APPENDIX H – M/WBE LETTER OF INTENT
SOLICITATION NO. S10-T24905

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
Intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

APPENDIX I – OFFICE OF BUSINESS OPAND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S10-T24905

Report Period: _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT NO.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____ M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
 Provide support documentation on all revenues paid to end of the report period to:
 M/WBE's to reflect up/down variances on Contract amount.
 Houston, Texas 77002

Office of Business Opportunity
 ATTN: Carlecia Wright 713-837-9000
 611 Walker, 7th Floor

APPENDIX J – FAIR CAMPAIGN ORDINANCE COMPLIANCE
SOLICITATION NO. S10-T24905

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 Proposers to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

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

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

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

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

APPENDIX J – FORM "A": FAIR CAMPAIGN
SOLICITATION NO. S10-T24905

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

APPENDIX J – FORM "A": FAIR CAMPAIGN
SOLICITATION NO. S10-T24905

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

APPENDIX K: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO. S10-T24905

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.

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

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

STATE OF _____ §

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

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

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

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

_____ [CONTRACTING ENTITY'S

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

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

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

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

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

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

SOLE PROPRIETORSHIP

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

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]** _____

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.

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

APPENDIX M – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO. S10-T24905

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.

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