



**CITY OF HOUSTON, TEXAS**  
NOTICE OF REQUEST FOR PROPOSAL (RFP)  
SOLICITATION NO.: S12-T25267

**"PARTNERING TO  
BETTER SERVE  
HOUSTON"**

**NIGP CODE:** 961-82/405-18

**SOLICITATION  
DUE DATE/TIME:** January 22, 2015 at 2:00 P.M. CDT

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

**DESCRIPTION:** Aviation Gasoline (AVGAS) Fuel Supplier Services

	<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>PRE-PROPOSAL CONFERENCE:</b>	January 8, 2015	2:00 P.M.	Ellington Field Conference Room, 510 Ellington Field, Houston TX 77034

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

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

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**  
*Martin L. King*

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Name

**Martin.king@houstontx.gov**

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E-Mail Address

**December 29, 2014**

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Date

# **SPECIAL TERMS AND CONDITIONS**

## **SOLICITATION NO. S12-T25267**

### **1.0 SUBMITTAL PROCEDURE:**

1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional four (4) electronic thumb drives or CD's are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

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

1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office. **Please label your proposals with your company name, address and proposal number.**

1.4 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.

### **2.0 PROPOSAL FORMAT:**

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

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

### **3.0 PRE-PROPOSAL CONFERENCE:**

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

### **4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Senior Staff Analyst, Martin L. King at: 832.393-8705 fax: 832.393. 8759, or e-mail (preferred method to): [martin.king@houstontx.gov](mailto:martin.king@houstontx.gov) no later than 2:00 P.M., CST, January 08, 2015. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

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

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

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

**SPECIAL INSTRUCTIONS TO PROPOSER(S)**  
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**6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

- 6.1 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.
- 6.2 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 obligation to comply, in every detail, with all provisions and requirements of the RFP.

**7.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the 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(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

**8.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S):**

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

**9.0 PROTEST:**

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

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**10.0 NO CONTACT PERIOD:**

10.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of 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 date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder 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, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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## UNIFORM INSTRUCTIONS TO PROPOSER(S) SOLICITATION NO. S12-T25267

- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an 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.
- 5.0 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.0 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 alternative Proposer the exact terms and conditions of the contract.
- 9.0 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **March 1, 2015** for a term of five (5) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof plus two (2) additional one-year terms, or portions thereof plus.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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

# GENERAL TERMS AND CONDITIONS

## SOLICITATION NO. S12-T25267

### 1.0 INDEMNITY AND RELEASE:

#### 1.1 RELEASE

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

#### 1.2 INDEMNIFICATION

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

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

# GENERAL TERMS AND CONDITIONS

## SOLICITATION NO. S12-T25267

### 1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

### 2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

### 3.0 INSURANCE REQUIREMENTS:

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

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

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

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- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

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- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

#### **4.0 CONTRACTOR PERFORMANCE LANGUAGE:**

- 4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

#### **5.0 INSPECTIONS AND AUDITS:**

- 5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

#### **6.0 INTERPRETING SPECIFICATIONS:**

- 6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

**GENERAL TERMS AND CONDITIONS**  
**SOLICITATION NO. S12-T25267**

**7.0 CONTRACTOR DEBT:**

7.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT

FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

**8.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE:**

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

**SPECIAL TERMS AND CONDITIONS  
SOLICITATION NO. S12-T25267**

**1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 0% of the value for the administrative services portion of the Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

**2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:**

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

**3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

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

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

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

**5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:**

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

# SPECIAL TERMS AND CONDITIONS

## SOLICITATION NO. S12-T25267

### 6.0 HIRE HOUSTON FIRST:

#### 6.1 Designation as a City Business or Local Business

6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire**

**Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

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

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

6.1.3 Submit the completed application forms to: Mayor’s Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952 or Applications may be submitted with proposal response.

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

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

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

### 7.0 PROJECT ADMINISTRATION:

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

### 8.0 STANDARD PAYMENT TERMS

8.1 The City of Houston’s standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov’t Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

**SPECIAL TERMS AND CONDITIONS**  
**SOLICITATION NO. S12-T25267**

8.3 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

**9.0 PROCUREMENT TIMELINE/SCHEDULE:**

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

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	December 30, 2014
Pre-Proposal Conference	January 8, 2015
Questions from Proposers Due to City	January 12, 2015
Proposals Due from Proposers	January 19, 2015
Notification of Intent to Award ( <i>Estimated</i> )	February 5, 2015
Council Agenda Date ( <i>Estimated</i> )	February 12, 2015
Contract Start Date ( <i>Estimated</i> )	February 27, 2015

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**OFFER SHEET / BID FORM**  
**SOLICITATION NO. S12-T25267**

**1.0 INTRODUCTION:**

1.1 The Houston Airport System (HAS) seeks Proposers via this Request for Proposal (RFP) that are financially and technically qualified and properly licensed for the supply of Avgas/100LL aviation fuel for purchase and resale by the Houston Airport System's Ellington Field (EFD) Airport Operation Division. The purchased Avgas/100LL aviation fuel will be pumped off the Proposer's selected Contractor's fuel truck into a City owned and operated 12,000 gallon above ground Self-Serve storage tank. The City anticipates the annual resale of approximately 96,000 gallons of Avgas/100LL at EFD (*No historical data is available*).

1.2 The City is dedicated to provide quality product and services to its customers at the Ellington Field (EFD) facility located at 510 Ellington Field, Houston TX 77034. The City requires that all prospective Proposers have a minimum of five (5) years experience in aviation fuel sales and provide a listing of other aviation customers with their proposals. Letters of recommendation are requested though not required.

**2.0 FUEL EXEMPTION:**

2.1 The procurement of fuel for resale is exempt from Texas competitive bid laws pursuant to Texas Local Gov't Code §252.022(a)(D)(14, "goods purchased by a municipality for subsequent retail sale by the municipality". Therefore, the City is following its own solicitation process and is not bound by past precedent or strict state solicitation requirements.

**1.0 PRICE ADJUSTMENTS**

1.1 The "Transportation Cost" may be adjusted (up or down) at any time and from time to time for any third party increases beyond Seller's control. Any increases are subject to review by the City of Houston before any adjustments can be made. In the event either party cannot agree upon the adjustment, the City of Houston and/or the Seller has the right to terminate the Contract with **60** days written notice to the other party for purposes of the forgoing, the term "Differential Price" means the price per gallon amount set forth in the Offer sheet/Bid Form in respect to Avgas Gasoline; and the term "Transportation Cost" means the price per gallon for Avgas.

**2.0 INVOICING:**

2.1 Proposer must submit invoices on a form(s) approved in advance by Director; invoices must be accompanied by support documents requested by Director.

2.2 Invoices must have itemized lines detailing all charges as follows:

2.2.1 Weekly rate for the Houston Region (per gallon for fuel)

2.2.2 Differential

2.2.3 Delivery Fee

2.2.4 Federal Oil Spill Liability Tax

2.2.5 Federal Excise Tax (if applicable)

2.2.6 Federal LUST Tax

**SPECIFICATIONS / SCOPE OF WORK**  
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- 2.3 Invoices must be accompanied with a copy of the PLATTS report for the previous weeks 5 day average. Prices must be based on the previous week's average. PLATT averages are published on Mondays. The reports are normally available on Monday's. The Monday report must be the reference for prices for all purchases made beginning the following Tuesday for a period of one (1) week, which would be from Tuesday through Monday. Proposer must furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to the office of the Director. Proposer is to provide an invoice for payment documentation.
- 2.4 Each invoice submitted must be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:
- 2.4.1 City of Houston  
Houston Airport System  
Finance Division/Accounts Payable  
P.O. Box 60106  
Houston, Texas 77205-0106
- 2.4.2 The Houston Airport system will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email. Requirements are as follows:
- 2.4.2.1 Submit invoices in "TIFF" format  
2.4.2.2 Submit to HAS.accounts payable@houstontx.gov

**3.0 MISCELLANEOUS:**

- 3.1 The City reserves the right to correct technical data that may through the course of the Proposal process that is found to be incorrect.

**4.0 FUEL:**

- 4.1 Proposer will be required to furnish the City with copies of the following at each delivery:
- 4.1.1 Certificate of Lab Analysis  
4.1.2 API Gravity tests at the rack
- 4.2 All aviation fuel supplied under this contract must conform in every aspect to all standards and regulations established by Federal, State and Local laws. If any of the applicable standards and regulations is/are updated/revised during the term of the contract; the Proposer must conform to the latest version.
- 4.3 Avgas 100LL must meet the requirements of ASTM 910 (latest revision) and all applicable federal, state, and local regulations. Future replacement of Avgas 100LL must meet industry standards as outlined by the applicable ASTM.
- 4.4 The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.
- 4.4.1.1 The City intends to purchase Avgas Low Lead 100 LL meeting ASTM D 910 or latest version thereof, aviation fuel by contract for resale at Ellington Airport (EFD). Ellington Airport has installed one (1) new 12,000 gallon Self-Serve above ground AVGAS 100 LL tank.
- 4.4.2 All fuel will be ordered and scheduled by Ellington Field (EFD) Airport personnel. All fuel must be deposited in EFD aviation fuel tank.

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO. S12-T25267**

- 4.5 The following are expectations of the City as they relate to fuel. They are to be included in the proposal narrative with any additional items proposer desires to offer.
  - 4.5.1 Avgas 100LL: Must meet the requirements of ASTM D-910 (latest revision). Include specifications.
  - 4.5.2 Each tanker supplying fuel to the Airport fuel farm must be dedicated to aviation fuel products only and must not carry any other products. Proposer/transporter must only transport like types of fuel to prevent fuel contamination and must provide documentation of predelivery testing detailing what was previously contained in the delivery vehicle and method of cleaning.
  - 4.5.3 Traceability of fuel product shipments, from refinery to the Airport aviation fuel tank.
  - 4.5.4 The selected Proposer must perform and document the following tests at the Proposer's rack before shipments are delivered at the Airport:
    - 4.5.4.1 Visual
    - 4.5.4.2 Color
    - 4.5.4.3 Bottom sediment and water
    - 4.5.4.4 Temperature
    - 4.5.4.5 API Gravity
    - 4.5.4.6 Gauging
- 4.6 The above test must be submitted to authorized/designated Airport personnel with each delivery.
- 4.7 The City may perform any additional tests it deems necessary and reserves the right to reject any delivery it deems unsuitable.
- 4.8 The City maintains the right to reject any operator/truck that does not meet the standards herein.
- 4.9 The Director will furnish Proposer with reasons for rejection in writing within five (5) business days. The Airport Manager or Staff shall maintain the right to reject any operator/truck violating airport and/or any other safety rules, regulations, statutes or ordinances.

# SPECIFICATIONS / SCOPE OF WORK

## SOLICITATION NO. S12-T25267

### 5.0 CREDIT CARDS:

#### 5.1 Credit Program:

5.1.1 Proposer must provide for a comprehensive credit card program, which must, at a minimum, provide for the acceptance of all major credit cards (Visa, MasterCard, American Express, Discover, etc.), Avcard & Multi Service, bankcards and guarantee payment to the City. All credit card agreements must be approved by the City. Proposer must provide detailed explanation of their credit card program with their proposal including costs.

#### 5.1.2 PCP DSS Compliance:

5.1.2.1 As the Merchant Account holder and Point-of-service provider, Proposer shall ensure compliance with the Payment Card Industry Security Standard ("PCP DSS") (as it may be amended from time to time) to the extent it is within Proposer's span of control. Proposer's span of control shall consist of Proposer's revenue collection network, equipment, and program software. Proposer's revenue collection network shall be separated and segmented from the City network. The segmentation design to separate the City's network from Proposer's revenue collection network shall be developed and agreed to by both Parties in writing prior to implementation by Proposer. City agrees that it shall use reasonable commercial efforts to cooperate with Proposer regarding any future changes to the City's network which may impact Proposer's revenue collection network and its obligation to comply with PCI DDS requirements to the extent of its span of control as defined herein.

5.1.2.2 Proposer shall ensure that all hardware, program software, and its revenue collection network used in its Concession (and all companies with whom such information may be shared) is PCI DSS compliant at all times. Proposer's noncompliance shall cause an audit to be performed by a qualified and independent Office of the State (OSA) auditor, at Proposer's cost, of all such hardware, program software, and revenue collection network. Within ten days of receipt of each annual final audit report (Report of Compliance), Proposer shall deliver each report to the Director and shall also cure all deficiencies revealed in each audit within a reasonable period of time not to exceed sixty days of receipt of each final report.

5.1.2.3 Proposer shall keep the Director fully informed at all times of its compliance or lack of compliance with the PCI DSS.

#### 5.2 Credit Card Processing:

5.2.1 Proposer must discuss their credit card processing system. The City prefers not to pay processing fees for Proposer's card. Describe any circumstances where the City would have to pay.

5.2.2 Successful Proposer must supply an electronic credit card POS *or equivalent* machine, receipt printer and manual imprinting equipment, with all credit card supplies, forms, materials, etc. provided free of charge to the City.

5.2.3 Proposer's POS machine must provide for normal airport related charges in addition to fuel such as tie down fees, hangar or lease payments, pilot supplies, oil and/or catering among others.

**SPECIFICATIONS / SCOPE OF WORK**  
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- 5.2.4 System must be capable of electronically processing credit cards with monies returned to the City electronically within forty-eight (48) hours. List the credit cards accepted by the Proposer including at least the following: internationally recognized Proposer retail credit cards, Master Card, Visa, Avcard, Multi Service Card, American Express, and Discover. Identify processing fees associated with each credit card. Proposer must accept state and federal government issued credit cards without fee.
- 5.2.5 Proposer must demonstrate and define how they will segregate state and federal government issued fee (less) cards.
- 5.2.6 Proposer must currently accept Avcard and Multi Service through the airports common POS equipment and printer utilized to process all accepted credit cards.
- 5.2.7 The report / POS system will have to be PCI compliant.
- 5.2.8 Proposer must provide daily detailed reports and receipts showing individual transactions. If requested during contract negotiations, Proposer must provide samples of invoices, monthly report, and statements.
- 5.2.9 Proposer must provide methodology language about reconciliation of the reports from their system
- 5.2.10 Proposer must describe all chargeback stipulations in proposal.
- 5.2.11 Proposer must submit a chargeback report on a monthly basis.
- 5.2.12 Proposer must provide toll-free credit card authorization service.
- 5.2.13 Proposer must provide the following:
  - 5.2.13.1 List credit cards accepted by Proposer.
  - 5.2.13.2 Processing fees associated with card processing (by card type).
  - 5.2.13.3 Government (state and federal) card processing and fees.
  - 5.2.13.4 Credit card acceptance/authorization procedure and cost: (State what equipment is supplied as well – Point-of-Sale machines, printers, keypads, etc.)
  - 5.2.13.5 Credit card reimbursement time and method back to the City.
  - 5.2.13.6 Process for being Payment Card Industry (PCI) compliant.

**SPECIFICATIONS / SCOPE OF WORK**  
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**6.0 QUALITY ASSURANCE INSPECTION:**

6.1 Proposer must provide, at no additional costs to the City, annual inspections of its fuel service vehicles, regardless of ownership and annual inspections of the fuel facility. The inspectors must be qualified and provide written documentation of inspection results.

**6.2 Proposer must confirm the following in their Proposal:**

6.2.1	Proposer provides inspection service at no cost	Yes		No	
6.2.2	Accept frequency of inspection (annual)	Yes		No	
6.2.3	Items inspected, Fuel Facility, <b>All</b> fuel trucks regardless of ownership operated by the City (if applicable)	Yes		No	
6.2.4	Provide written documentation of inspection results (agree)	Yes		No	
6.2.5	Accept cost of replacing fuel filters at fuel facility and fuel truck if applicable.	Yes		No	

6.3 Product Quality

**6.3.1 Quality Control Program must include:**

- 6.3.1.1 Regularly scheduled fuel farm inspections with documentation, and regular inspections and documentation for refueler(s) (proposer to state frequency of inspections).
- 6.3.1.2 Filter changes on all refuelers and fuel farm, at least annually, or more frequently as dictated by federal regulations.
- 6.3.1.3 Filter changes and cleaning of entire system if it is determined that a contaminated load of fuel was received.

**6.3.2 Proposer must confirm the following in their Proposal:**

6.3.2.1	Meet ASTM Specifications	Yes		No	
6.3.2.2	Complete certifications of analysis on all aviation fuel shipments	Yes		No	
6.3.2.3	Traceability on all shipments back to refinery	Yes		No	
6.3.2.4	Handling and disposition of "off spec." product	Yes		No	
6.3.2.5	Transportation of product via approved fuel carrier	Yes		No	

**SPECIFICATIONS / SCOPE OF WORK**  
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**7.0 PERIOD OF CONTRACT:**

- 7.1 The duration of the contract is five (5) years. The City reserves the right to renew the contract every twelve (12 months for five (5) renewal periods. The terms and conditions of the contract extension shall remain the same.
- 7.2 Such renewal shall be subject to the terms and conditions herein and shall be effective only if evidenced in writing. Total contract period is ten (10) years.

**8.0 NON-COMPLIANCE:**

- 8.1 Non-compliance with the terms and conditions of the contract shall be cause for immediate termination of the contract at the option of the City.
- 8.2 The Proposer must be responsible for any increased costs to the City should it be necessary for the City to purchase fuel from another vendor as a result of the Proposer's non-compliance. .

**9.0 SUPPORT SERVICES:**

**9.1 Administrative Support:**

- 9.1.1 Proposer must provide administrative support relative to the Proposer/City relationship.
- 9.1.2 Proposer must provide a single point of contact for all aspects of the contract.
- 9.1.3 Account Manager:
  - 9.1.3.1 Proposer must provide an account manager whose function is aviation and product sales.
- 9.1.4 Branded Uniform Program:
  - 9.1.4.1 Proposer must propose a branded uniform program.
- 9.1.5 Proposer must provide technical expertise and have available proprietary laboratory support for fuel testing.
- 9.1.6 Proposer Restrictions:
  - 9.1.6.1 Proposer may not impose any retail/wholesaler credit card related discount/rebate programs that require City participation or funding.
  - 9.1.6.2 Proposer may not impose retail / wholesale purchase programs requiring City participation or funding relating to customer volume discounts.

**10.0 BRAND IDENTIFICATION:**

- 10.1 Indicate availability to provide and install brand identification to include, but not be limited to, ramp and terminal building signage and truck reimaging. Signs must be installed at the beginning of the contract period. Describe proposed program.
- 10.2 The City desires an additional free standing, twenty foot (20') tall pylon sign to be located near the fuel farm. The sign will be a double sided, electric, and will have suppliers branded name, AVGAS 100LL, and Self-Serve listed on a minimum six foot by four foot (6'X4") sign. The sign must meet or exceed windstorm guidelines as outlaid in IBC 2006 for a 120 MPH, 3 second gust exposure "C" area.

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**11.0 PREMIER FIXED-BASED OPERATOR (FBO) PROGRAM:**

11.1 If Proposer sponsors a premier FBO program, describe in the proposal. *A premier FBO program is not mandatory to offering a proposal.*

**12.0 SALES, PROMOTION AND ADVERTISING PROGRAM:**

**12.1 National Advertising:**

12.1.1 Identify and outline a continuous annual national sales promotion program. Include a copy of the current advertising insert and name of publication or trade journals/magazines and at what cost. Describe how the Airport would be included.

**12.2 Cooperative Advertising Program:**

12.2.1 Identify and describe any co-operative advertising programs including a branded uniform program. Include any special project or local advertising cost and support for advertising and promotion of fuel sales at the Airport. Provide details of how credit is applied and maintained. State the allowance which will be provided to the City for advertising the seller's product.

**12.3 Aviation Industry Participation:**

12.3.1 Describe trade show participation by Proposer at NBAA conventions. Identify opportunities for the Airport. Discuss proposer membership in industry organization (e.g., NBAA and NATA) demonstrating active participation on committees. Identify aviation directory support.

**12.4 National Sales Promotion Program:**

12.4.1 Provide availability of a national sales promotion program. Program must be cost effective with potential for generating new and repeat business.

**12.5 Proposer must confirm the following associated advertising and promotional cost in their Proposal:**

12.5.1 National advertising by Proposer in trade journals and magazines	Yes		No	
12.5.2 At what cost?	\$			
12.5.3 Special project or local advertising costs	\$			
12.5.4 Aviation directory support by Proposer	Yes		No	
12.5.5 List sales aids items provided through Proposer and costs of each, if any, use separate sheet if necessary				
12.5.6 Type of signage available and cost to the City				

<b>SPECIFICATIONS / SCOPE OF WORK</b> <b>SOLICITATION NO. S12-T25267</b>
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**12.6 Industry Involvement/Commitment:**

**12.6.1 Proposer must confirm the following in their Proposal:**

12.6.1.1 Trade show participation costs covered by Proposer	Yes		No	
12.6.1.2 Membership in industry organizations like NBAA, NATA and AOPA	Yes		No	
12.6.1.3 Proposer contracts with national and regional airlines	Yes		No	

**13.0 IMPLEMENTATION AND START UP PLAN:**

13.1 Proposer must provide a detailed start-up plan. This plan shall include, but not be limited to, fuel delivery, installation of signage and training programs.

**14.0 LIQUIDATED DAMAGES:**

14.1 The parties agree that, in the event of breach by Proposer of its promise under the Agreement to make delivery of fuel within three (3) days of order by the City, or of its promise to deliver fuel products conforming to the specifications of this Contract, there will be great difficulty in establishing and proving loss, as well as great inconvenience or even nonfeasibility in attempting to obtain an adequate remedy at law by the City. Failure to deliver fuel timely may delay or interrupt airport operations, and further, delivery of nonconforming product may cause damage to customer equipment. Therefore, in respect to the kinds of conceivable harm that might be anticipated or actually caused by the breach, the parties agree that the amount which would be reasonable in light of such harm, difficulties, inconvenience or nonfeasibility, as liquidated damages would be the following:

14.1.1 For any individual failure by Proposer to make timely delivery of a separate order by the City:

14.1.1.1 One cent per gallon times the total number of gallons, and

14.1.2 For any individual failure by Proposer to deliver conforming product for any individual order by the City under the Agreement, the sum of 25% OF THE TOTAL PRICE OF THE FUEL ACTUALLY DELIVERED IN SUCH INDIVIDUAL SHIPMENT

**15.0 ADDITIONAL INFORMATION REQUIRED:**

15.1 The City reserves the right to order any quantity necessary to meet the needs of the airport and their clients. No guarantee is made by the City to purchase any amount of product from any Proposer as a result of prices offered by the Proposer and approved by the City.

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**16.0 DELIVERY:**

16.1 Ordinary Delivery

16.1.1 Unless otherwise indicated by the Airport, all deliveries are to be made within forty-eight (48) hours following the receipt of an order by the City.

16.2 Hours of Delivery

16.2.1 Deliveries will be accepted between 6:30 a.m. and 4:30 p.m. weekdays and between 6:30 a.m. and 2:00 p.m. on weekends, including holidays, unless special arrangements have been made for earlier or later deliveries.

16.2.2 Proposer must notify the airport of any circumstances which may cause any deliveries to exceed the forty-eight (48) hour time frame.

16.3 Emergency Delivery

16.3.1 Unless otherwise indicated herein, all emergency deliveries are to be made within twenty-four (24) hours seven days per week following the receipt of an order by the City.

16.3.2 The awarded Proposer must notify the City of any circumstances which may cause any emergency deliveries to exceed the twenty-four (24) hours' time frame.

16.3.3 The Proposer must be responsible for any increased costs to the City should it be necessary for the City to purchase City fuel from another vendor in the event the Proposer cannot meet the time frame of the emergency shipment.

16.3.4 The City reserves the right to purchase fuel from other sources in the event the Proposer is unable to meet the time frame necessary for the emergency shipment.

**17.0 PROFESSIONAL LINE SERVICE TRAINING PROGRAM:**

17.1 **Provide a description of industry associated training for initial and recurrent training of the City personnel as required by Federal Aviation Regulation Part 139.321.**

17.1.1 **Describe on-site training:**

17.1.1.1 Description of training offered, including materials provided (i.e. videos, cd's, training manuals, etc.).

17.1.1.2 Training programs and courses offered by Proposer on an annual basis and charges to the City for each.

17.1.1.3 Training recognition programs such as NATA Line Service training program.

17.1.1.4 Training may include media / online and workbooks specific to ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, fuel farm management, customer service, and fire safety.

17.1.1.5 Proposer service, customer service, maintenance and management staff. Include the cost of such training. Proposer must indicate any other training courses, seminars, programs, etc. offered for the City. Proposer to identify any uniform, training or other promotional programs offered.

17.1.1.6 Proposer must provide training for self-fuel inspections and provide the documents and equipment for performing fuel tests and maintaining records.

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO. S12-T25267**

17.1.1.7 Describe the frequency of training to be provided.

17.1.1.8 Provide updated Quality Control Manuals that are current and have been completely revised within the last two (2) years.

**18.0 SPILLAGE:**

18.1 Any spills caused by the carrier during offloading of fuel must be corrected on an immediate basis to the satisfaction of the City. All associated costs including material and labor shall be the responsibility of the Proposer.

**19.0 INSURANCE:**

19.1 Insurance Program: Proposer must provide details of insurance program as directed by the insurance requirements attached to this RFP.

19.2 The City is self-insured. In addition, the City has a liability policy which is attached to the proposal.

19.3 Before initial delivery, Proposer must furnish the City with a Certificate of Insurance conforming to the following criteria:

19.3.1 The City named as certificate holder.

19.3.2 The City named additional insured on all coverage except Workers' Compensation.

19.3.3 A Waiver of Subrogation in favor of the City.

19.3.4 A thirty (30) day written cancellation clause.

19.4 Proposer must confirm the following in their Proposal:

	<b>Amount</b>			
19.4.1 Aircraft Fueling Liability Insurance provided	Yes	No		\$
19.4.2 Excess Aircraft Fueling Liability Insurance provided	Yes	No		\$
19.4.3 Base coverage required by the City before Proposer coverage is effective				\$3,000,000.00
19.4.4 Coverage minimum for air carrier fueling	Yes	No		\$
19.4.5 Comprehensive General Liability Insurance provided	Yes	No		\$
19.4.6 Workers Compensation and Employers Liability Insurance provided	Yes	No		\$

**NOTE:** Insurance coverage must include \$10,000,000 auto coverage? Proposer must also comply with the Refueling Liability Insurance option referenced in the following Section 20.0.

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO. S12-T25267**

**20.0 REFUELING LIABILITY INSURANCE OPTION:**

- 20.1 In addition to the standard insurance requirements attached to this RFP, in addition, the proposer must provide the option for the City to obtain refueling liability insurance with single limits coverage of a minimum of \$10,000,000.00 per occurrence through an additional insured excess liability amount on proposer's fuel Proposer insurance policy.

**21.0 SECURITY AND BADGING:**

- 21.1 Houston Airport System's (HAS) EFD personnel will escort Proposer to the delivery area. EFD Airport personnel will elect to have a representative of EFD remain with the Proposer's personnel during the performance of the delivery. Proposer must conform to all HAS and Federal Aviation Administration (FAA) security directives, rules, and regulations. Proposer must comply with applicable FAA and Transportation Security Administration (TSA) rules governing security at the Airport, as may be amended from time to time.

**22.0 PROPOSER DUTIES:**

- 22.1 Proposer duties include, but are not limited to the following:
- 22.1.1 The Proposers' personnel must conform to all Houston Airport Systems (HAS) security rules or regulations at all times while on HAS property per HAS Operating Instructions 05-02 and 05-03. (Reference Website [http://www.f2h2.com / business-IAH-Badging-Office](http://www.f2h2.com/business-IAH-Badging-Office))
  - 22.1.2 Proposer must be solely responsible for Proposer's vehicles, equipment, tools, supplies, materials, and other property while on HAS property
  - 22.1.3 Proposer must be responsible for observing the actual working conditions and providing safety equipment or safety precautions as may be required to protect its personnel, Airport patrons, City and airline personnel.
  - 22.1.4 Proposer must be responsible for the dispose of all waste or hazardous materials resulting from the Work under this contract. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Proposer must assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.
  - 22.1.5 In case of an emergency, HAS may order Proposer to stop Work and clear the area of all personnel and equipment. Proposer must comply with such an order with all possible haste.
  - 22.1.6 Proposer must comply with all applicable federal, state and local environmental rules, regulations, statutes, or orders, (Environmental Laws). In any conflict between this specification and applicable Environmental Laws, the more stringent shall govern.
  - 22.1.7 Proposer must promptly reimburse the City for any fines or penalties levied against the City because of Proposer's failure to comply with Environmental Laws. Proposer must perform its obligations under this specification and related purchase order in strict compliance with Environmental Laws.
  - 22.1.8 The Proposer must furnish all MSDS for each product provided.

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO. S12-T25267**

**23.0 ADDITION & DELETION:**

23.1 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 to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the 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.

**24.0 SILENCE OF SPECIFICATIONS:**

24.1 The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

**25.0 TIME EXTENSIONS:**

25.1 If the Department requests an extension of time to 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).

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**OFFER SHEET / BID FORM**  
**SOLICITATION NO. S12-T25267**

**1.0 OFFERSHEET/BID FORMS:**

- 1.1 Proposer must submit with their proposal a copy of the invoice from their supplier that indicates the actual cost for AvGas (LL) 100 with the EFFECTIVE DATE OF FUEL PRICING AND PROPOSER'S INVOICE BEING ( \_\_\_\_\_ ).
- 1.2 Differential shall include any unloading fee, margin for profit, and all other expenses EXCEPT for taxes. Federal Oil Spill Liability Tax; Federal Excise Tax and Federal LUST Tax.
- 1.3 Proposer must use the following Offer Sheet/Bid Forms and provide all information requested in the RFP.

**2.0 AV GAS LOW LEAD (LL) 100:**

- 2.1 \$ \_\_\_\_\_ /gallon (differential added to PLATTS weekly rate for the Houston region)
- 2.2 \$ \_\_\_\_\_ /gallon Transportation
- 2.3 \$ \_\_\_\_\_ /gallon Federal Oil Spill Tax
- 2.4 \$ \_\_\_\_\_ /gallon Federal Excise Tax
- 2.5 \$ \_\_\_\_\_ /gallon Federal Lust Tax
- 2.6 \$ \_\_\_\_\_ /gallon TOTAL (total of lines 34.1 – 34.6)

**Note(s): Bids not based on PLATT formula shall be rejected.**

**No charges may be billed to the City unless such costs were explicitly included in the proposal.**

	<b>EVALUATION AND SELECTION PROCESS SOLICITATION NO. S12-T25267</b>	
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**1.0 EVALUATION CRITERIA (100 POINTS MAXIMUM):**

1.1	The following information will be used by the City in the selection of aviation fuel supplier:	
1.1.1	Price.....	20 points
1.1.2	Adequacy of proposer’s facilities to provide the goods and services specified in this RFP.....	20 points
1.1.3	Proposer’s overall qualifications and experience.....	20 points
1.1.4	Strength of Sales Promotion/Advertising program.....	20 points
1.1.5	*Other Criteria .....	20 points
<b>TOTAL:</b>		<b>100 POINTS</b>

\*Other Criteria Included: Financial capability, Card processing, Industry involvement, QA program, Training, Parts support.

**2.0 FINANCIAL CAPABILITY OF THE BIDDER:**

2.1 Upon 10-business days of request by the City, in order to provide the City with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the proposer must submit their firm's Financial Statement and Dunn & Bradstreet Reports of Federal tax forms filed for past two years.

**3.0 COMPETENCY OF RESPONDENTS:**

3.1 The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

**4.0 SUBCONTRACTS:**

4.1 The Proposer is advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the City.

**5.0 PROPOSERS PLAN OF ACTION:**

- 5.1 Describe the services your company expects to provide to comply with the RFP.
- 5.2 Detailed descriptions/specifications of items bid must be attached to and made a part of the Offer Sheet. The City reserves the right to accept or reject any or all bids and waive all technicalities.
- 5.3 Each proposal must include the following sections:
  - 5.3.1. Qualifications
  - 5.3.2. Fuel Specifications

	<b>EVALUATION AND SELECTION PROCESS SOLICITATION NO. S12-T25267</b>	
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5.3.3 References:

5.3.3.1 Proposer must furnish with bid, a list of three (3) references from customers with a similar or larger operation as Ellington Airport. References must include company name, contact person and telephone number.

5.3.4. Fuel Delivery:

5.3.4.1 Describe method of ordering fuel, turnaround time for delivery of fuel, and provisions for emergency deliveries of fuel.

5.3.5. Restrictions:

5.3.5.1 Specify any and all restrictions to be proposed.

5.3.6. Contract Point of Contact:

5.3.6.1 Proposer must provide a single point of contact for all aspects of the agreement. Proposer must provide a toll-free phone number for 24-hour ordering of Avgas.

5.3.7. Contingency Plan:

5.3.7.1 In the event of a storm or other natural disaster, Proposer must include a proposed contingency plan which must describe how their company will supply aviation fuel to the City in order for the City to ensure service to their clients.

5.3.8. Proposer must demonstrate or attest that it is capable of providing aviation fuel delivery and quality assurance services in accordance with aviation fuel industry standards. Those standards include, but are not limited to, those published by the National Fire Protection Association, American Petroleum Institute, Air Transport Association of America and Underwriters Laboratories.

5.3.9. Additional Information:

5.3.9.1 Additional information, proposals or incentives may be provided at Proposer's discretion.

5.3.9.2 Proposer may include other information, agreements, promotions, assistance, or incentives that might prove beneficial to the City in selection of the fuel supplier.

5.3.9.3 Proposer may propose & describe additional goods or services that may provide added value to their proposal. These may include promotional items, advertising, equipment or use of equipment or other goods or services.

	<b>EVALUATION AND SELECTION PROCESS SOLICITATION NO. S12-T25267</b>	
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**6.0 FUEL PRICING & GENERATORS:**

- 6.1 Proposer must provide a FIRM PRICE DIFFERENTIAL for AVGAS as follows:
  - 6.1.1 Price for Avgas 100LL is the price in effect at time of delivery and is based on a formula using PLATTS from the Gulf Coast Pipeline Unleaded 93 prior week average, plus bidder's mark-up per gallon, plus transportation cost, plus tax in effect.
  - 6.1.2 The PLATTS reports are normally available on Tuesdays or Wednesdays. The Monday report must be the reference for prices for all purchases made beginning the following Tuesday for a period of one (1) week, which would be from Tuesday through Monday.
  - 6.1.3 Proposer must furnish a computer printout for each delivery showing the above calculations and prices in effect for the period, to be emailed to the Director.
  - 6.1.4 The City is subject to federal taxes and fees.
  - 6.1.5 Fuel prices must be provided on the Offer Sheet included in the proposal

**7.0 PRICING:**

- 7.1 Fuel delivery charges / credits must be kept separate from credit card transaction reimbursement / charge back (if applicable).
- 7.2 Differential must include any unloading fee, margin for profit, and all other expenses EXCEPT for airport fees, or any applicable taxes. Federal Oil Spill Liability Tax; Federal Excise Tax and Federal LUST Tax.
- 7.3 The price differential per gallon of fuel must include any additional fees such as State Inspection Fee, Environmental Impact Fee, prompt payment discounts, and any other applicable charges listed as separate line items on invoice.
- 7.4 Any discounts or rebates given to the Proposer must be identified & passed along to the City in full.
- 7.5 Monthly detail reports specifying delivery date, bill of lading, invoice numbers, net gallons, and invoice amount (include discounts if applicable) must be provided.
- 7.6 Proposer must provide sample copies of all reports, invoices and statements with their proposal.
- 7.7 Price Reductions:
  - 7.7.1 By submitting a proposal in response to this RFP, Proposers agree to guarantee that the City is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area.
- 7.8 If at any time during the Contract period the Proposer's company offers a lower price to another customer and notification is not made of price reduction, upon discovery, the City shall reserve the right to take any or all of the following actions:
  - 7.8.1 Cancel the Contract, if it is currently in effect.
  - 7.8.2 Determine the amount which the City was overcharged and submit a request for payment from the Proposer for that amount.
  - 7.8.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

	<b>EVALUATION AND SELECTION PROCESS SOLICITATION NO. S12-T25267</b>	
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7.9 A delivery ticket must accompany each shipment and must show:

7.9.1 Name and address of Proposer

7.9.2 Name and address of receiving department

7.9.3 Contract/Purchase Order number

7.9.4 Description of material shipped, item, numbers and quantity

# **PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS**

## **SOLICITATION NO. S12-T25267**

**To simplify the review process and to be eligible for the evaluation process**, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information. The proposal contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

### **1.0 TITLE PAGE:**

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

### **2.0 OFFER & SUBMITTAL FORM:**

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

### **3.0 LETTER OF TRANSMITTAL:**

3.1 A letter of transmittal shall include the following:

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

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

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the 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.

### **4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:**

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

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

4.3 Provide qualifications and experience of key personnel assigned.

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

### **5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:**

5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.1.1 A detailed plan that clearly outlines the method of approach that will be utilized in the successful achievement of each category listed in Scope of Work, section 5.

5.1.2 A brief statement of the Proposer understanding of the work to be done.

5.1.3 A detailed description of the Proposer's ability/plan to manage youth leaders.

5.1.4 A detailed description of how proposer will manage youth payments.

<p style="text-align: center;"><b>PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS</b> <b>SOLICITATION NO. S12-T25267</b></p>
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5.1.5 A detailed description of how the Proposer will coordinate with other entities.

**6.0 FINANCIAL STATEMENTS:**

6.1 Copy of audited balance sheets for the past two years.

7.0 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

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

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

10.0 Affidavit of Ownership or Control (Exhibit VI)

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

12.0 Anti-Collusion Statement (Exhibit VIII)

13.0 Conflict of Interest Questionnaire (Exhibit IX )

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

15.0 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or fax to 832.393.0952) or submit copy with proposal.

# EVALUATION AND SELECTION PROCESS

## SOLICITATION NO. S12-T25267

### 1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Proposer(s) based upon the initial review of each Proposal received. The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

### 2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

#### 2.1.1 Responsiveness

2.1.1.1 Completeness of proposal package as outlined in the submittal requirements

#### 2.1.2 Technical Proposal

2.1.2.1 Qualifications and Experience as evidenced by projects of similar scope.

2.1.2.2 Qualifications and experience of key personnel assigned as evidenced by their credentials and role in similar projects

2.1.2.3 Proposed strategy and approach to perform the services outline in Section 5.0

2.1.2.4 Demonstrates ability to manage Youth leaders

2.1.2.5 Demonstrates ability to provide a regular and reasonable schedule of youth payments

2.1.2.6 Level of MWBE Participation

#### 2.1.3 Price Proposal - Based on the following: **(Enclosed in a Separate Sealed Envelope)**

2.1.3.1 Marketing, Outreach and Recruiting

2.1.3.2 Applicant Tracking

2.1.3.3 Youth Development and Training

2.1.3.4 Hiring and Payroll Management

2.1.3.5 Program Report and Evaluation

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

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,  
PROPOSED SUBCONTRACTORS  
SOLICITATION NO. S12-T25267**

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**EXHIBIT I – OFFER AND SUBMITTAL**  
**SOLICITATION NO. S12-T25267**

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

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

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Contractor – Full Company Name)

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

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**EXHIBIT I – REFERENCES**  
**SOLICITATION NO. S12-T25267**

**LIST OF PREVIOUS CUSTOMERS**

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



**EXHIBIT II – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE  
SOLICITATION NO.: S12-T25267**

**To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:**

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
  - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

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

J. D.

NON-RENEWED

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

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT),

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

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

Revised - 03/09/95

# EXHIBIT II – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S12-T25267

## CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

**EXHIBIT II – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE  
SOLICITATION NO.: S12-T25267**

Insurance & Indemnification:

In any bid and/or proposal package, you will find specific Insurance & Indemnification project requirements. Specifications will include necessary types of coverage and respective limits of liability. Before you can begin performing any services or delivering any goods on city property, proof of insurance must be provided to the Office of the City chief Procurement Officer. Please complete and submit the Certificate of Insurance (COI) documents located at the following link titled Certificate of Insurance for Awards Under \$50,000 and Over \$50,000 (Page 1-2) <http://purchasing.houstontx.gov/forms.shtml> Note: Page 3 of the COI located at the above link is optional.

# EXHIBIT III – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S12-T25267



Form Number: HQ03  
Edition Date: 05/01/2014

## CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail, or e-mail as requested by The City of Houston. The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. Only City of Houston certificates of insurance are acceptable; commercial carriers' certificates are not.

Producer: [Insert name of Insurance Company] **A**  
 Street/Mailing Address: [Insert address of insurance company]  
 City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone: [Office Phone Number]

Insured: [Insert name of the Contractor] **B**  
 Street/Mailing Address: [Insert mailing address of Contractor]  
 City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone: [Office Phone Number]

### WORKERS COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of The City of Houston **C**

Waiver of Subrogation Endorsement Number: [Enter] **D** Sub-endorsement Number: [Enter] **E** Carrier Phone Number: [Office Phone Number]

Carrier Name: [Insert insurance company name] **D** Carrier Phone Number: [Office Phone Number]  
 NAIC#: [Insert NAICS code] **E**  
 Address: [Insert address of insurance company] City: [Insert city] State: [Insert State] Zip: [Zip Code]

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers Compensation Insurance	[Enter Policy Number] <b>F</b>	[Enter Effective Date] <b>G</b>	[Enter Expiration Date] <b>G</b>	<input checked="" type="checkbox"/> W.C. Statutory Limits E.L. Each Accident \$[Enter policy amount]
Employers' Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	E.L. Disease – Each Employee \$[Enter policy amount] <b>H</b> E.L. Disease – Policy Limit \$[Enter policy amount]

### COMMERCIAL GENERAL LIABILITY INSURANCE:

Endorsed with The City of Houston As Additional Insured **I** with a Waiver of Subrogation in favor of The City of Houston **C**

Additional Insured Endorsement #: [Enter] **I** Subrogation Endorsement #: [Enter] **C**

Carrier Name: [Insert insurance company name] **D** Carrier Phone Number: [Office Phone Number]  
 NAIC#: [Insert NAICS code] **E**  
 Address: [Insert address of insurance company] City: [Insert city] State: [Insert State] Zip: [Zip Code]

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance (choose one)	[Enter Policy Number] <b>F</b>	[Enter Effective Date] <b>G</b>	[Enter Expiration Date] <b>G</b>	Each Occurrence: \$[Enter policy amount] <b>H</b>
___ Claims Made <b>J</b>				Products/Completed Operations Aggregate \$[Enter policy amount]
___ Occurrence				General Aggregate \$[Enter policy amount]

# EXHIBIT III – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S12-T25267

Form Number: HOU3  
Edition Date: 05/01/2014

**AUTOMOBILE LIABILITY INSURANCE:**  
 Endorsed with The City of Houston as Additional Insured to a Waiver of Subrogation in Favor of The City of Houston  
 Additional Insured Endorsement Number: [Enter Endorsement Number] Waiver of Subrogation Endorsement Number: [Enter Endorsement Number] **C**  
 Waiver of Subrogation Endorsement Number: [Enter Endorsement Number]

Carrier Name: [Insert insurance company] **D** **E** Carrier Phone Number: [Office Phone Number]  
 NAIC#: [Insert NAICS code]

Address: [Insert address of insurance company] City: [Insert city] State: [Insert State] Zip: [Zip Code]

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
<input type="checkbox"/> Any auto	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	Combined Single Limit \$[Enter policy amount]
<input type="checkbox"/> All Owned autos	[Enter Policy Number] <b>F</b>	[Enter Effective Date] <b>G</b>	[Enter Expiration Date] <b>G</b>	Bodily Injury (per person) \$[Enter policy amount] <b>H</b>
<input type="checkbox"/> Hired Autos <b>K</b>	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	Bodily Injury (per accident) \$[Enter policy amount]
<input type="checkbox"/> Scheduled Autos	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	Property Damage (per accident) \$[Enter policy amount]
<input type="checkbox"/> Non-owned Autos	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	

**OTHER INSURANCE COVERAGE:** (i.e. Excess, MCS, or other needed insurance; use 3d page for needed information)

Carrier Name: [Insert insurance company] **D** **E** Carrier Phone Number: [Office Phone Number]  
 NAIC#: [Insert NAICS code]

Address: [Insert address of insurance company] City: [Insert city] State: [Insert State] Zip: [Zip Code]

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Excess Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Pollution <b>L</b>	[Enter Policy Number] <b>F</b>	[Enter Effective Date] <b>G</b>	[Enter Expiration Date] <b>G</b>	\$[Enter policy amount] <b>H</b>
Builder's Risk	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Other [Enter Other insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Other [Enter Other insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE CONTRACT PROVISIONS.

**PROJECT DESCRIPTION** (Insert Project Manager Name, City Department and Mailing Address, and WBS Number)  
 [Insert Project Manager Name, City Department and Mailing Address, WBS Number, and Project Description]  
 \_\_\_\_\_  
 \_\_\_\_\_ **P**

**AGENT CERTIFICATION**  
 THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Insurance Company: [Insert name of Insurance Company]	Name of Authorized Agent: [Insert name of Insurance Agent]
Company Address: [Insert address of Insurance Company] <b>M</b>	Agent's Address: [Insert address of Insurance agent] <b>N</b>
City: [Insert city] State: [Insert State] Zip: [Zip Code]	City: [Insert city] State: [Insert State] Zip: [Zip Code]
Authorized Agent's Phone Number (including Area Code) [Office Phone Number]	Original Signature of Authorized Agent <b>O</b>
	Date [Date of Signature]

# EXHIBIT III – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S12-T25267

Form Number: HQ02  
Edition Date: 05/01/2014

Additional Notes:

**WORKERS COMPENSATION INSURANCE COVERAGE**

	<b>Q</b>	

**COMMERCIAL GENERAL LIABILITY INSURANCE**

	<b>Q</b>	

**AUTOMOBILE LIABILITY INSURANCE**

	<b>Q</b>	

**OTHER INSURANCE COVERAGE**

	<b>Q</b>	

Additional Carrier Information (if multiple carriers providing insurance)

Carrier Name:	[insert insurance company name]	<b>D</b>	<b>E</b>
NAIC#:	[insert NAICS code]		
Carrier Phone Number:	[insert Office Phone Number]		
Type of Insurance:	[insert specific type of insurance]		
Carrier Name:	[insert insurance company name]	<b>D</b>	<b>E</b>
NAIC#:	[insert NAICS code]		
Carrier Phone Number:	[insert Office Phone Number]		
Type of Insurance:	[insert specific type of insurance]		
Carrier Name:	[insert insurance company name]	<b>D</b>	<b>E</b>
NAIC#:	[insert NAICS code]		
Carrier Phone Number:	[insert Office Phone Number]		
Type of Insurance:	[insert specific type of insurance]		

# EXHIBIT III – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S12-T25267

FORM NUMBER: HOU2  
EDITION DATE: 05/01/2014

Complete the certificate of insurance with the information listed below:  
(Instructions for completing and submitting a certificate to the City of Houston)

- A) The Producer is the Insurance Agency. Fill in the complete name, address, and telephone number for the insurance agency.
  - 1) The City requires all insurance companies to be authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best.
- B) The Insured is the entity vendor entering into a contract with the City of Houston. Fill in the complete name, address, and telephone number.
- C) Please provide the form number for the Waiver of Subrogation Endorsement. The City of Houston's preferred endorsement form is Waiver of Transfer of Rights of Recovery against Others – CG2404. Use of the preferred endorsement will expedite execution of the agreement.
- D) The Carrier is the insurance company providing the specific coverage. Fill in the complete name and address for the insurance company providing coverage.
- E) NAIC # means a number assigned by the National Association of Insurance Commissioners to all insurance companies.
- F) Fill in the Insurance Policy number.
- G) Insurance policies must be in effect at the time of contract. If any policy has expired, a new Certificate of Insurance must be submitted with the new policy information.
- H) Fill in the limit for the Insurance Policy.
- I) Additional Insured Endorsement Number. The City of Houston's preferred endorsement form is Additional Insured Endorsement – CA0403. Use of the preferred endorsement will expedite execution of the agreement.
- J) General Liability Insurance Policy. The specific coverage must be specified: Claims Made or Occurrence. Occurrence coverage is preferred, but Claims Made coverage may be accepted subject to approval by the City of Houston.
- K) Automobile Liability Insurance. Any Auto OR All Owned Autos, Hired Autos and Non-Owned Autos must be checked. The City of Houston's preferred endorsement form is Business Auto Extension Endorsement – CAT353. Use of the preferred endorsement will expedite execution of the agreement.
- L) Choose the necessary insurance by underlining it. Builder's Risk Policy is for construction projects, as designated by the City. Professional Liability Coverage is for professional services, if required by the City. Umbrella Coverage must be checked in this section and by occurrence when it is required by contract and in accordance with the contract value.
- M) The name and contact information of the Producer providing the insurance.
- N) The name and contact information for the Authorized Agent of the Producer, including the area code and phone number.
- O) The original signature of the Authorized Agent.

**EXHIBIT III – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S12-T25267**

Form Number: HOU2  
Edition Date: 05/01/2014

- P) The vendor should place the required Project Description information (Project Manager Name, City Department and Mailing Address, and WBS Number) here. This information was previously placed in the

**[END OF DOCUMENT]**

## EXHIBIT IV – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: S12-T25267

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

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

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

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

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



**EXHIBIT IV – FORM “A”: FAIR CAMPAIGN**  
**SOLICITATION NO.: S12-T25267**

List all officers of the corporation (if none state none”):

Name \_\_\_\_\_  
Officer Address \_\_\_\_\_

Name \_\_\_\_\_  
Officer Address \_\_\_\_\_

Name \_\_\_\_\_  
Officer Address \_\_\_\_\_

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT V: CONTRACTOR OWNERSHIP  
DISCLOSURE ORDINANCE  
SOLICITATION NO.: S12-T25267**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S12-T25267**

ORIG. DEPT.: \_\_\_\_\_

FILE/I.D. NO.: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

§  
§  
§

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_ [FULL NAME] (hereafter "Affiant"),

\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING

ENTITY] of \_\_\_\_\_

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

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

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

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

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

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

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

## EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S12-T25267

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

### **Contracting Entity**

Name: \_\_\_\_\_

Business Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

### **5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S12-T25267**

**6. Optional Information**

Contracting Entity and/or \_\_\_\_\_ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: \_\_\_\_\_  
Tax Account Nos. \_\_\_\_\_  
Case or File Nos. \_\_\_\_\_  
Attorney/Agent Name \_\_\_\_\_  
Attorney/Agent Phone No. (\_\_\_\_\_) \_\_\_\_\_  
Tax Years \_\_\_\_\_

Status of Appeal [**DESCRIBE**] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**  
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS  
SOLICITATION NO.: S12-T25267**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”**  
**DRUG POLICY COMPLIANCE AGREEMENT**  
**SOLICITATION NO.: S12-T25267**

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

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**EXHIBIT VII – ATTACHMENT “B”**  
**DRUG POLICY COMPLIANCE DECLARATION**  
**SOLICITATION NO.: S12-T25267**

I, \_\_\_\_\_ as an owner or officer of  
 \_\_\_\_\_  
 (Name) (Print/Type) (Title)

\_\_\_\_\_ (Contractor)  
 (Name of Company)

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

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

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

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

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

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

From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred.  
**Initials** (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**EXHIBIT VII – ATTACHMENT “C” AND “D”**  
**CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**  
**SOLICITATION NO.: S12-T25267**

I, \_\_\_\_\_  
**(Name) (Print/Type) (Title)**

as an owner or officer of \_\_\_\_\_  
 (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
 Date Contractor Name  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
 CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
 FOR CONTRACTORS**

**ATTACHMENT “D”**

I \_\_\_\_\_ as an owner or officer of  
**(NAME) (PRINT/TYPE)**

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
**DATE CONTRACTOR’S NAME**  
 \_\_\_\_\_  
**SIGNATURE**  
 \_\_\_\_\_  
**TITLE**

**EXHIBIT VIII – ANTI-COLLUSION STATEMENT**  
**SOLICITATION NO.: S12-T25267**

**Anti-Collusion Statement**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

# **EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE**

## **SOLICITATION NO.: S12-T25267**

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

**NOTE:** Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

### **Who must file a CIQ?**

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

### **When must the Vendor/Contractor or Agent file a CIQ?**

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7<sup>th</sup> business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

### **What is a business relationship?**

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

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 Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE**  
**SOLICITATION NO.: S12-T25267**

# EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

## SOLICITATION NO.: S12-T25267

### 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

# EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

## SOLICITATION NO.: S12-T25267

### I. Pay or Play Program Elements

#### A. Purpose

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

#### B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
  2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
  3. Compliance with the program means that the Contractor either:
    - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
    - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
      - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
      - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
  4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
1. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
  2. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

# EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S12-T25267

## II. Documentation and Reporting Requirements

### A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

### B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

### C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play  
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay  
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

## III. Compliance and Enforcement

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

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

**EXHIBIT X – FORM “1A”**  
**PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: S12-T25267**



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

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

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your Bid or Proposal.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

**EXHIBIT X – FORM “2”  
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT  
SOLICITATION NO.: S12-T25267**

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

Contractor Address: \_\_\_\_\_

Project No.: [GFS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name] \_\_\_\_\_

POP Liaison Name: \_\_\_\_\_

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

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

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

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

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

<b>Please select whether you choose to:</b>	<b>Pay</b>	<b>Play</b>	<b>Both</b>

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

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

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

\_\_\_\_\_  
 CONTRACTOR (Signature) DATE

\_\_\_\_\_  
 NAME AND TITLE (Print or Type)