CITY OF HOUSTON

FINANCE DEPARTMENT
Strategic Procurement Division

Annise D. Parker
Mayor

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Chief Procurement Officer
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F. 832.393.8755
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April 14, 2015

SUBJECT: Letter of Clarification No. 3
Public Access Channel Services

REFERENCE: RFP No.: S33-T25374

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. To replace pages 5,6,7,16,20,21 and 28 in their entirety with the attached revised pages 5,6,7,16,20,21 and 28 marked "Revised, April 14, 2015"

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

Conley Jackson
Senior Procurement Specialist
Strategic Purchasing Division
832-393-8733

END OF LETTER OF CLARIFICATION 3

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S33-T25374

1.0 SPECIAL INSTRUCTIONS TO PROPOSERS

1.1 SUBMITTAL PROCEDURE

1.1.1 Eight (8) copies of the Proposal, including one (1) printed original signed in BLUE ink, as well as ~~two (2~~) seven (7) complete copies of your Proposal on ~~two (2) separate~~ CD or memory sticks, labeled with the appropriate RFP name and number that includes a complete copy of all information in the printed original. Proposals are to be submitted in a sealed envelope bearing the assigned Title and Solicitation Number of the RFP document to:

City Secretary Office City Hall Annex
900 Bagby
Humble, Texas 77002

The Proposal Package should clearly identify the name and address of the Proposer and with labeled Package to read: "RFP S33-T25374, ~~Public Address System Services~~ Public Access Channel Services for The City of Houston~~/HAS~~."

The deadline for the submittal of the Proposal to the City Secretary's Office 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.

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

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.

If there are differences between attachments of the Proposal and the Proposal; the Proposal shall govern.

1.2 PROPOSAL FORMAT

1.2.1 The Proposal should be prepared (without variance) in the format described, electronically generated, and the printed original signed in BLUE ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential. The City of Houston (City) shall not be responsible for any costs incurred by Proposers in the preparation or delivery of Proposals.

1.2.2 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 financial offer(s) contained therein shall remain firm for a period of one hundred eighty (180) days, unless the parties mutually agree to an extension of time in writing.

1.3 PRE-PROPOSAL CONFERENCE

1.3.1 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.

1.4 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

1.4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, **Conley Jackson** at **832.393.8733** or by e-mail to: **conley.jackson@houstontx.gov no later than 2:00 p.m., CST, Friday, April 10, 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.

1.5 LETTER(S) OF CLARIFICATION

1.5.1 All Letters of Clarification and interpretations to this RFP 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 one's Proposal. All contacts that any Proposer may have had before or after receipt of this RFP with any individual, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.

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

1.6 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1.6.1 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.

1.6.2 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.

1.7 EXCEPTIONS TO TERMS AND CONDITIONS

1.7.1 Any exceptions to the terms and conditions of the RFP shall be raised by Proposers during the question and answer period for this RFP. Any changes to be made by ~~HAS~~ the City shall be issued by Letter of Clarification prior to the Proposal Due Date.

1.7.2 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.

1.7.3 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.

1.8 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

1.8.1 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).

1.9 PROTEST

1.9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_manual.pdf 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.

1.9.2 A protest shall include the following:

(a) The name, address, e-mail, and telephone number of the protester;

(b) The signature of the protester or its representative who has the delegated authority to legally bind the person protesting;

(c) Identification of the RFP description and the RFP or contract number;

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

(e) The desired form of relief or outcome, which the protester is seeking.

1.10 NO CONTACT PERIOD

1.10.1 Neither Proposer(s) nor any person acting on Proposer(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 ~~HAS~~ City of Houston Solicitation Contact Person 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 Proposer'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 Proposer(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 Proposer. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation

1.11 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED

1.11.1 Neither Proposer nor any person acting on Proposer's behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the RFP evaluation committee, any appointed or elected official or employee of the City of Houston, their families or staff members.

3.6 INTERPRETING SPECIFICATIONS

3.6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. ~~HAS~~ The City of Houston 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 ~~HAS~~ the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that ~~HAS~~ 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.*

3.6.2 Changes in the specifications, terms and conditions of this RFP shall 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 official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

3.7 CONTRACTOR DEBT

3.7.1 **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. CONTRACTOR SHALL PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION.**

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

3.8 COMPETENCY OF PROPOSER

3.8.1 The receipt and opening of a Proposal shall not be construed as an acceptance of the Proposer as qualified and responsible. The City reserves the right to determine the competency and responsibility of the Proposer from information submitted with the Proposal and verification of the Proposer's qualifications from other sources.

3.9 DISQUALIFICATION OF PROPOSER

3.9.1 Although not intended to be an exhaustive list of causes for disqualification, one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proposer and the rejection of its proposal:

- Evidence of collusion among Proposers
- Default on a previous project for failure to perform
- Failure to meet "Minimum Qualifications" requirements
- A non-signed and/or non-notarized "Offer and Submittal Form"

4.7 PROCUREMENT TIMELINE/SCHEDULE

4.7.1 Listed below are the important and estimated completions dates and times for this Request for Proposals (RFP).

9.2

EVENT	DATE
Date of RFP Issued	March 27, 2015
Pre-Proposal Conference	April 7, 2015
Questions from Proposers Due to City	April 10, 2015
Proposals Due from Proposers	April 30, 2015
Notification of Intent to Award (*Estimated*)	June 27, 2015
Council Agenda Date (Estimated)	June 17, 2015
Contract Start Date *(Estimated*)	July 1, 2015

4.8 TIME EXTENSIONS

4.8.1 If Proposer(s) requests an extension of time to complete its performance, then the Director may, in his sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing, but does not require amendment of this RFP. Proposers are not entitled to damages for delay(s) regardless of the cause of the delay(s).

4.9 PRE-PERFORMANCE CONFERENCE

4.9.1 Prior to commencing performance under the Contract(s) to be awarded, Selected Proposer(s) shall attend a Pre-Performance Conference with City Department. The Department will specify the time and place of such meeting in a written notice to Selected Proposer(s). Representatives of Selected Proposer(s) attending the Pre-Performance Conference shall include key personnel whom Selected Proposer(s) has assigned to the Contract(s) to be awarded and who shall be authorized to bind selected Proposer(s) in matters relating to the following Pre-Performance Conference items.

However, the Director will have the right to further designate other representatives of selected Proposer(s) who must attend the Pre-Performance Conference and such designated representatives shall attend. Items to be addressed at the pre-performance Conference include the following:

- Contract administration
- Channels of communication
- Review of key personnel
- Organization and function charts reflecting the line of management authority
- Procedures to be used to ensure Contract requirements are met

~~**4.10 SPECIAL PROVISIONS**~~

~~4.10.1 The Director ("the Director of the Houston Airport System or designee") and Selected Proposer(s) may mutually agree for the provision of other services not expressly set forth in the Contract to be awarded under the same terms and conditions as set forth herein.~~

4.10.2 ~~The selected Proposer(s) shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time~~.

~~4.10.3 All of selected Proposer(s)'s on-site personnel, including subcontractors that perform services under the Contract to be awarded, are required to undergo a fingerprint-based criminal history records check. Fingerprints shall be collected at the Airport Badging Office.~~

~~4.10.4 The selected Proposer(s) shall obtain HAS security badges for all personnel performing services on-site, including subcontractor's personnel. The cost of badges, which is subject to change, is currently $55.00 each at the Airports. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Selected Proposer(s) is responsible for the cost of badges, including replacements thereof.~~ ~~**The personnel losing badges will be charged for replacement badges at the then-current rate**~~. ~~Badge is valid for one year and renewable at the prevailing cost. Current annual renewal cost for each badge is $16.00.~~

~~4.10.5 The selected Proposer(s) shall display company name on both sides of all commercially- owned vehicles, and park at their expense in the areas designated by the Director. All transportation activities of the selected Proposer(s) or its subcontractors necessary to perform under the Contract to be awarded must be provided by the selected Proposer(s).~~

4.11 SELECTED PROPOSER'S FINANCIAL OBLIGATION

4.11.1 The selected Proposer(s) shall make timely payments to all suppliers and/or subcontractors that furnish labor, materials, and/or furnishings related to the Contract to be awarded.

4.12 TEXAS DRIVER'S LICENSE

4.12.1 The selected Proposer's employees performing work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Selected Proposer(s) shall ensure its employees meet this requirement.

4.13 PUBLIC RELATIONS

4.13.1 The selected Proposer(s) agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the Airports, or at any City facility, except when requested to do so by the Director.

4.14 PROJECT ADMINISTRATION

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

4.15 STANDARD PAYMENT TERMS

4.15.1 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 (Texas 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

7.1 EVALUATION AND SELECTION PROCESS

7.2 Evaluation Summary

7.2.1 Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements. ~~HAS~~ The City of Houston, at its sole discretion may choose to develop a short list of Proposers for further consideration. Short-listed Proposers may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to ~~HAS~~ the City of Houston. At the end of the oral presentation and/or interview, the evaluation of the short-listed Proposers will be completed. However, the evaluation committee reserves the right to issue letters of clarity when deemed necessary to any or all Proposers. The oral presentations, demonstrations, and/or interview may be recorded and/or videotaped.

7.3 Selection Process

7.3.1 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:

1.) Responsiveness of Proposal
2.) Technical Competence

7.4 Evaluation Criteria

7.4.1 Responsiveness of Proposal

(a) Proposer is compliant with all the submission requirements of the RFP. Proposers meet all components of the RFP that will enable committee to conduct an evaluation.

7.4.2 Technical Competence

(a) Qualifications and Experience of Proposer as evidenced by projects of similar scope;
(b) Qualifications and experience of principle and/or key personnel assigned as evidenced by their credentials and role in similar projects;
(c) Quality of proposal strategy and operational plans; (as supported by the proposed budget)
(d) Quality of Programming Policy;
(e) Quality of Primetime Programming;
(f) Quality of proposed M/WBE Participation aligned with the project scope;
(g) Financial Stability of the Proposer to successfully undertake the project and the ability to ensure performance over the duration of the contract, as evidenced by copies of its audited financial statements for the past two (2) years;

*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).