CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
FOR
APPAREL AND UNIFORMS
SOLICITATION NO.: S05-S29045

Date Issued: August 7, 2020

Pre-Proposal Conference: August 18, 2020 @ 9:00 A.M.
There will be a teleconference for this Pre-Proposal. The
dial in number is 1-936-755-1521 - Conference ID: 108
261 497#.
(Telephone should be muted during the conference)

Pre-Proposal Questions Deadline: August 25, 2020 @ 4:00 P.M.

Solicitation Due Date: Sealed Proposals will be received by the City Secretary of
the City of Houston, in the City Hall Annex, Public Level,
900 Bagby, Houston, Texas 77002 until 10:30 A.M.
Thursday, September 10, 2020, and all proposals will be
opened and publicly read in the City Council Chamber at
11:00 A.M. on that date.

Solicitation Contact Person: Desiree Heath
E-mail address: Desiree.heath@houstontx.gov
Contact No.: 832-393-8742

Project Summary: This is a three (3) year contract with two (2) one-year options to renew annually,
for a maximum five-year contract term for uniforms and apparel.

Project Description: This procurement is for the purchase of various types of uniforms and apparel;
including but not limited to boots, pants, coats, helmets, gloves, and dress uniforms to be worn by
the classified and civilian Police Department personnel.

NIGP Codes: 200-10, 200-18, 200-38, 201-17, 340-34, 345-08, 680-08, 680-10, 680-33, 800-05,
800-08, 800-14, 800-16, 800-17, 800-24, 800-25, 800-86, 936-18, 953-43, and 967-34

MWBE Goal: 9.09%

Jerry Adams, Chief Procurement Officer
Aug 7, 2020
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PART I – GENERAL INFORMATION

A. General Information

The City of Houston (the City) is currently seeking proposals from qualified Contractors for the purchase of various types of apparel and uniforms, in accordance with the specifications listed herein. The contract will be awarded to the Contractor meeting specifications and offering the best value based on the evaluation criteria. The proposer shall manufacture or purchase, maintain and supply apparel and uniforms for classified and civilian personnel in the Houston Police Department (HPD). Alteration and sewing services shall not be factored into the stated line item price of the garment. The availability of adequate staff and product to assist approximately 5,300 HPD personnel in a professional and timely manner is essential. Garments will be ordered on an as needed basis.

B. City of Houston Background

1.1 The City of Houston Police Department employs currently 5,300 classified, to include 786 females and 1,325 civilian personnel who are serviced for uniform outfitting. Officers and civilian personnel are assigned to approximately 70 specialized divisions throughout the City and provide services to the citizens 24 hours 7 days a week.

1.2 The uniform facility at 700 Houston Avenue, Houston, TX currently provides police officers, whether serving in uniform or plain-clothes, and eligible support personnel with all entitled clothing items and accessories such as shirts, pants, ties, caps, holsters, insignia, batons, rainwear, jackets, gloves, and other specialized equipment.

C. Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td>Date of RFP Issued</td>
<td>August 7, 2020</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>August 18, 2020</td>
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<tr>
<td>Questions from Proposers Due to City</td>
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<tr>
<td>Proposals Due from Proposers</td>
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<td>Notification of Intent to Award (Estimated)</td>
<td>September 28, 2020</td>
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<tr>
<td>Council Agenda Date (Estimated)</td>
<td>November 7, 2020</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>December 1, 2020</td>
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PART II - TECHNICAL SPECIFICATIONS

A. Purpose

1.0 The City of Houston’s Police Department seeks proposals from qualified firms to provide a sophisticated uniform services model that includes professional sizing and alterations at a Contractor’s local facility. It is also required that Contractor provide a web-based ordering system that will allow HPD personnel to place orders for uniform items online.

2.0 The Contractor shall provide all services to include labor, equipment, tools and materials necessary to purchase and/or manufacture and distribute uniform components for the employees of the HPD, as specified in this RFP. This includes but is not limited to the purchase and/or manufacture and distribution of all uniform components, an inventory control system and customer service for all HPD personnel.

B. Technical Specifications

1.0 This specification establishes the minimum requirement for uniform items, equipment, sewing and alterations for the City’s HPD personnel. It includes sections on Classification, Background Information, Performance Requirements, Certification and Test Requirements, Ordering, Delivery, Training and Uniform Retirement, Reporting and Invoicing Requirements, Product Design and Material Requirements, Alterations and Repairs, and Competitive Selection and Contract Award Procedures.

2.0 Classification - All uniform parts will be worn by the City’s HPD personnel in the performance of their official duties.

3.0 Clothing items included in this specification for the HPD are listed in Exhibit G Uniform Technical Specifications and HPD emblems in both color and black and white are included.

4.0 Performance Requirements

4.1 The Houston Police Department is a uniformed element of the City’s staff. As such, the public expects all employees to be attired in a regular and similar manner. To the extent possible, the HPD will introduce uniform variations (including both issue and retirement) to the organization at the same time. This may require detailed planning, surge ordering, inventory stockage and additional hours of availability on the part of the Contractor’s organization.

4.2 To the extent possible, HPD will coordinate major uniform changes affecting large number of uniform personnel with the Contractor a minimum of 180 calendar days prior to a planned uniform change to allow for acquisition lead time (and required activities such as acquiring storage space and modifying the individual clothing record) on the part of the Contractor. In addition, smaller changes may be made, and smaller one-time purchases may be required throughout the life of the contract which will need a much shorter lead time. Each purchase or change will be worked out with the Contractor on a case by case basis.
4.3 Proposer must meet or exceed City uniform item specifications, the City’s HPD reserves the exclusive right to determine whether an item is a "buyer-approved equal" to the line item specified in the solicitation. For purposes of comparison, the City may define equivalency to mean something less than "an exact replica in every detail," but something that "generally matches the specified item in form, fit, and/or function."

4.4 The proposer must submit evidence (dated manufacturer's catalog or similar) that all items are currently commercially available. The City expects that a minimum of 95% of HPD employees will be supplied using garments available from stock within two (2) to five (5) business days. Contractor will provide a list or chart of the stocked item sizes as an attachment to the RFP.

4.5 The proposer shall submit all manufacturer names, certificates, etc. that will be used in conjunction with their proposed uniform management program and identify which uniforms and uniform accessories will be provided by each manufacturer.

4.6 The proposer will include all uniforms, patches, insignia, headwear, footwear, outerwear, and related items for the Department's employees, as depicted in Exhibit G Uniform Technical Specifications and HPD Emblems.

5.0 Certification and Test Requirements

5.1 Only proposers with five (5) or more years of experience in providing police uniforms, police uniform components, and police safety equipment will be considered. Moreover, proposals must reflect the respondent's ability to provide the full array of uniform services (i.e. sizing, repair, returns, embroidery, and patches) uniform component internet ordering, robust management tools for recording uniform transaction history, and an operational store front.

5.2 Proposer shall have at least five (5) years of experience providing similar services for large agencies of 200 or more personnel and shall provide documented proof with proposal in the form of references and a resume.

5.3 As part of the proposal submission, respondent shall provide documentation listing names, job duties, and year of experience of key personnel providing services under the contract.

5.4 Proposer will be requested to respond to the below-listed questions regarding specifications.

5.4.1 Describe the proposed model(s) of electronic catalog implementation.
5.4.2 Explain the catalog search criteria
5.4.3 Describe the pre-defined standard reports available in your proposal.
5.4.4 Describe the buyer approval process that will ensure updates are reviewed prior to being finalized within the electronic catalog
5.4.5 Describe the recommended data format to implement document interchange on the web
5.4.6 Describe the electronic payment methods supported in your proposal.
5.4.7 Describe in detail the integration of the web system with the City's SAP ERP system
5.4.8 Include a detailed implementation plan including training
5.4.9 Describe the pricing schedule for the web ordering system
5.4.10 List other large agencies (serving 200 police officers or more) that currently use these applications
5.4.11 Include in your response efforts to manage and verify component costs in contract out- years
5.4.12 Describe the information system(s) and internal processes for forecasting, acquiring, stocking, customizing, and shipping uniform items specified in the contract
5.4.13 Describe the quality control processes to ensure the products delivered meet the specifications in the contract
5.4.14 Describe the process used to check shipment accuracy. Contractor shall provide this process to HPD within five (5) business days from date of request
5.4.15 Provide a plan to communicate uniform supply process to HPD employees

6.0 Uniform components shall be purchased and/or manufactured in accordance with the below specifications.

6.1 All uniforms and accessories shall perform AND meet the most current edition of the National Fire Protection Association (NFPA) 1975 standard on station/work uniforms for emergency service, where applicable for at least 12 months with no ripping or unraveling of seams, stitching, points of stress, or failure of any glues or other adhesives.

6.2 All uniform and accessories shall be of high quality, colorfastness, and durability; and designed and manufactured to withstand extensive field use over time. All fabric shall meet standard shrinkage allowance of approximately 2% and be guaranteed washable/dry clean. The fabric used shall include a fashion clear finish, soil release that combines with color bright retention, moisture absorbency, and provide maximum comfort.

7.0 Product Design and Material Requirements (By Item)

For each item specified in Exhibit G Uniform Technical Specifications and Emblems, the proposer may submit a response for the item specified or approved equal unless otherwise indicated. The City reserves the right to determine product acceptability.

8.0 Order Completion Time: The Contractor shall turn around orders within two (2) – five (5) business days of order approval (except weekends and city approved holidays) for all standard and stocked uniform items, which do not require custom embroidery, patch application or the application of a name tag. Liquidated damages of 2% monthly will be exacted if 95% of the deliveries are not received at the store front service center within two (2) – five (5) business days of order.

9.0 Order Quantity Minimums: No minimum quantity limit requirements shall be placed on orders for any item.

10.0 Customer Service Call Center: The Contractor shall maintain a customer service call center to assist department users. The call center shall be open during normal business hours on business days. The Contractor shall describe the staffing levels, call tracking, technology, training, experience-level and staff organization used by the call center.
11.0 Key Personnel: The Contractor shall designate an Account Manager dedicated to the HPD account. The assigned Account Manager must have an in-depth knowledge of the City's contract to include provisions, list of approved items, as well as, have access to all manufacturer's providing uniform component products. Contractor shall name key personnel within five (5) working days after receipt of the Notice to Proceed on this contract who will be involved in providing services under this contract. For each person identified as key personnel, proposer shall provide in its response a resume of relevant work experience and an explanation of their role in this contract.

12.0 Shipments: The Contractor, upon request, may be required to ship uniform orders to the HPD Uniform Supply Warehouse located at 700 Houston Ave, Houston, TX 77007, or to an address designated by the HPD.

13.0 Deliveries:

13.1 Orders shall be delivered to the City Police Department, 700 Houston Ave, Houston, TX 77007 and shall include the following on packing slip.

- Purchase Order Number
- Employee name and Employee number
- Description of items shipped, and commodity delivered
- Quantity of items shipped
- Unique reference number that tracks the order from origin to receipt of invoice

13.2 Delivery tickets and packing slips must be signed by the receiving employee and must show his/her City employee number.

14.0 Sizing Services: The Contractor shall submit a published sizing chart for each clothing item showing the key measurements (chest, waist, hip, etc.) for each size.

15.0 Each item shall be tagged with standardized sizing, material and care labeling.

16.0 At the start of the contract, the Contractor will be required to size and record sizing information on an individual electronic record for all HPD personnel accessible to HPD Uniform Supply personnel. Sizing for HPD personnel will be done at various HPD facilities during the first 120 days of the contract.

17.0 Embroideries: Uniform items requiring embroidery, patch application or application of a name tag shall be delivered within 10 days (except weekends and City approved holidays) of order approval. No more than 5% of employees will require special orders for uniforms.

18.0 Custom Embroideries Special Events: Throughout the life of this contract the City may have occasion to order special run uniform items such as t-shirts or polo shirts for a special event in various colors, with custom screen printing or embroidery. These items will not be considered standard issue and will not need to be stocked by the Contractor.
19.0 Alterations & Repairs: HPD personnel shall be able to order alterations or changes to uniform items online. Once the order has been approved by the HPD Contract Administrator, HPD personnel shall take the uniform item(s) to the Contractor's local facility. Repairs and alterations shall be completed by the Contractor for HPD personnel on a "while you wait" basis. More complex alterations shall be completed within five (5) business days of request (except weekends and City approved holidays).

20.0 The Contractor shall provide emblem sewing (including attaching and removing of patches, embroidered name-strips, etc.) and alterations.

21.0 Patches, emblems, and name strips are to be provided and sewn on by the Contractor.

22.0 If emblem sewing, emblem removal, or alteration permanently damages a garment and results in the garment being unusable, Contractor shall be liable for replacement cost of the garment. The Contractor shall replace unusable garments within two (2) calendar days.

23.0 The Contractor shall maintain electronic employee sew/alteration records and shall include employee name, employee number, a count of each type of garment handled, and a detailed listing of all sewing/alteration services provided.

24.0 Standard alterations shall be performed at no charge to the HPD employee and shall include: initial adjustments to uniform jackets and coats, alteration of sleeves, patching, hemming of trousers, and alterations of trouser waist and seat for correct fit for initial fitting.

25.0 Interactive Customer Website: The Contractor shall provide a customer specific, interactive website capable of accepting orders from HPD employees. The Contractor shall demonstrate the capabilities through existing websites that they have designed, launched, and currently maintain that are similar to requirements of this contract. The Contractor shall ensure and demonstrate secure web connect and database encryption features.

26.0 The Contractor shall provide HPD Officers and designated civilians a uniform and uniform component Internet (E-store) ordering functionality that provides Internet security measures to protect employee information, provides order history tracking, alteration and repair service ordering and a pick list of standard uniform items.

27.0 An individual electronic record shall be made available to each employee to view online when he/she signs on to his/her personal account. The record shall show order history for that individual by date, quantity, item, and size for all uniform items purchased.

28.0 To ensure the public’s safety, the City reserves the right to require the Contractor to be open for Department business during serious emergency situations. Proposer shall describe how it will address emergency situations. The City may request this service at any time, 24 hours a day, 365 days a year during any emergency response activation.

29.0 The Contractor shall provide authorization letters from ensemble manufacturers stating the Contractor’s local facility is an authorized service center within (5) business days of request.

30.0 Tailoring Services: The Contractor shall provide tailoring services to handle 5,700 officers and 900 civilian personnel.
31.0 Customer Service

31.1 Contractor shall provide a customer service representative that shall be available to a City designated representative to resolve problems daily. Contractor representative shall always handle the City's account and shall track all customer service requests and solve problems as they occur.

31.2 Contractor shall furnish a customer service survey every three months to initiate a feedback process for reviewing and monitoring services being provided to the City. Contractor shall guarantee a solution acceptable to the City within a thirty (30) calendar day period that provides the necessary improvements to resolve a customer complaint.

31.3 Contractor shall meet with the City designate representative quarterly to discuss and resolve any existing quality-control problems that may arise during the term of the contract.

32.0 Ordering/Delivery Process

32.1 The proposer shall describe its customer service and complaint resolution policies and procedures for the purchase, maintenance and supply of apparel and uniforms for classified and civilian personal.

32.2 Proposer shall describe all aspects of the ordering process (where and how they are ordered – in person or online), timeframe to fill orders and billing of this contract.

32.3 Proposer shall describe the process to deliver orders within the timeframe specified in the RFP. The order processing and delivery time shall be expressed as the time between placement of the order and the time the uniform item is delivered to the HPD employee who placed the order.

33.0 Price Adjustment:

33.1 Direct Cost:

In this section means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to the City.

33.2 Price Decreases:

33.2.1 If the Contractor's Direct Cost decreases at any time during the full term of this award, Contractor shall immediately pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.

33.2.2 Contractor shall notify the Chief Procurement Officer of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon Chief Procurement Officer's receipt of Contractor's notice.
33.3 **Price Increases:**

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

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

Chief Procurement Officer  
City of Houston  
P.O. Box 1562  
Houston, Texas  77251

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

33.3.4 If, at any time after approving a price increase, the Chief Procurement Officer determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Contractor.

C. **General Terms & Conditions**

1.0 **Contract Administration and Coordination**

The Houston Police Department will designate a Contract Administrator. To the extent possible, the HPD will coordinate major uniform changes affecting uniform personnel with the Contractor a minimum of 180 calendar days prior to a planned uniform change to allow for acquisition lead time (required activities such as acquiring storage space and modifying the individual clothing record) on the part of the Contractor. In addition, smaller changes may be made, and smaller one-time purchases may be required throughout the life of this contract which will need a much shorter lead time. Each purchase or change will be worked out with the Contractor on a case by case basis.
2.0 Invoicing:

2.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Ord. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

2.2 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders. Contractor shall also provide monthly invoice by email.

3.0 Payment:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later. Payment will follow the on-line approval process through HPD Uniform Supply and Budget and Finance P-card transaction. Only items or services received and signed off by HPD personnel may appear on the invoice. P-card and invoice reconciliation will be performed internally.

4.0 Loss and Damage:

4.1 The Contractor shall assume responsibility for loss and damage of all items from time of shipment to customer receipt.

4.2 The City reserves the right to purchase items directly from other sources for due cause based upon the failure of the Contractor to perform in accordance with the performance standards, special needs, or emergency situations that may arise during the term of the contract or any extensions. The City also reserves the right to direct the Contractor to purchase specialized items from vendors designated by the City, if the price or quality of the item provided by the Contractor is not satisfactory to the City.

5.0 Liquidated Damages:

The parties acknowledge that Contractor’s failure to complete alterations and repair services will cause damages to the City and that actual damages from such harm are difficult to estimate accurately. Therefore, Contractor agrees that Contractor shall be liable for and shall pay to the City the sum of $5.00 per calendar day, per occurrence up to a maximum of $40 per occurrence for failure to complete alterations and repair services as liquidated damages and not as a penalty.

6.0 Credit will be given to the City for their actual costs + shipping + 50%, if the City must use alternate vendors to deliver contract items that the Contractor is not able to provide by agreed upon date.
7.0 Samples: All respondents are required to submit a sample of each item if requested, at no cost to the City, for demonstration and evaluation. The respondent shall provide samples within five (5) business days after notification by the City. Failure to provide samples in the time specified may result in rejection of the bid.

7.1 Samples submitted by the respondent will become property of the City and will be retained as quality control samples throughout the life of the contract.

7.2 For each sample, the Contractor must provide written certification of manufacturer, as well as, material type and weight.

7.3 Sample Testing: The City reserves the right to submit samples for testing to any testing laboratory selected by the Contract Administrator, in order to verify conformity to the stated specifications and/or certifications. If samples do not pass inspection tests, the respondent shall pay for the cost of the testing.

7.4 Sample HPD Uniform Items: HPD will either supply or work with the Contractor to secure a correctly configured sample of each shirt and trouser or other item as applicable that is covered under the contract, as a template for the Contractor's use.

8.0 Stock Inventory: The Contractor shall stock adequate quantities of all items and materials to ensure delivery within two (2) to five (5) business days of notification for stock items only.

9.0 Returned Items: The Contractor shall accept the return of any product that has not been washed, worn, soiled, or altered, and is in resalable condition. Any defective product shall be returned to the Contractor for repair or replacement within 30 calendar days from receipt of the product(s). All returns shall be at Contractor's expense, inclusive of freight costs. The Contractor shall provide a pre-paid, pre-addressed shipping label, return authorization number as well as return instructions in every shipment.

10.0 Credit: For items returned and accepted by the Contractor, the Contractor shall issue an immediate credit to the HPD.

11.0 Exchanged Items: Contractor will not be responsible for evaluating used uniforms and determining which ones require replacement. Salvage and/or disposition of used articles will be determined by the HPD.

12.0 Uniform Retirement: HPD requires standard issue uniform items to be traded on a "one for one basis" in exchange for new issues of uniforms. The Contractor shall collect used standard uniform items from HPD personnel at the City uniform facility when a new order is distributed to HPD personnel.

12.1 The Contractor shall maintain an electronic record if the HPD member does not turn in the prerequisite number of uniform items required. A report identifying the name of HPD personnel, along with what uniform items were not turned into the Contractor, shall be available for the HPD Contract Administrator to review on a weekly basis.

12.2 Should the retirement of an item create an excess-to-needs stock condition, the Contractor should attempt to return any stock ordered by the City to the manufacturer for exchange or credit. Any stock that cannot be returned to the manufacturer will be considered a "use until exhausted" item.
13.0 The Contractor shall guarantee replacement of defective items within two (2) to five (5) business days of notification for stock items only. Non-stock items shall be replaced within 10 business days.

14.0 The Contractor shall guarantee exchange of ill-fitting items within two (2) to five (5) business days of notification for stock items only.

15.0 Warranty: The Contractor shall provide a one (1) year warranty from the date of issuance for all garments specified in the contract to be free of manufacturing or fabric defects.

16.0 Data Security: As part of an overall data security plan, the Contractor must provide security measures to ensure that no unauthorized use of HPD personnel data, or inventory data is accessed or misused. Accordingly, all employee information compiled by the Contractor in performance of the contract shall be safeguarded. Such information will be the property of HPD. The Contractor will not use this information for any purpose, commercial or otherwise. The Contractor will provide a plan of how the data will be safeguarded.

17.0 Background Checks/Security: All Contractor personnel servicing the HPD will be required to submit to a national fingerprint background check through the Department's Identity Verification Unit. The Chief of Police will have the final decision regarding Contractor(s) approval to service this contract.

18.0 Online Workflow: Online order workflow and approval process and reporting for HPD management is a critical component of the online ordering process. Online order workflow approval will be subjected to a tiered process involving HPD Uniform Supply and Budget and Finance Procurement. The approver will be notified by email that an order is pending approval. Approval rights shall be made available for up to 10 users for HPD. Additional users may be added at no cost to the City.

19.0 Online Training & Customer Service Support: The Contractor shall include training and customer service support by email and phone for the online ordering system throughout the life of the contract. The Contractor's System shall be able to provide and/or have the capability to:

19.1 Maintain all transaction details in an "order history file" that includes manufacturer, brand, quantity, size and all other pertinent data ordered by each individual employee.

19.2 The web-based ordering system must be exclusive to HPD. Orders by fax, mail, e-mail or any other means shall not be permissible. In an emergency, the Uniform Supply Contract Officer can grant permission to order by fax.

19.3 The System shall process individual orders, including returns, exchanges, refunds, backorders, non-standard size orders, and special handling requirement. The Contractor shall process these orders using the uniformed employee's allocation. Authorized classified and non-classified employees are permitted to order any item on EXHIBIT G.
20.0 Reporting: The Contractor shall provide HPD with the following standard reports. In addition, the Contractor's tracking and ordering system must be capable of providing on-line custom reports to HPD management.

20.1 Allocation of uniform type/component for Employee

20.2 A monthly invoice report showing the detail of all purchases for the month to the HPD via email

20.3 Item Usage Reports by Units and Dollars

20.4 Detailed Backorder Report

20.5 Summary Backorder Report

20.6 Inventory Status Report

20.7 Monthly Evaluation Performance Report

20.8 Sample on-line reports that monitor and report performance

20.9 A report identifying the name of HPD personnel, along with what uniform items were not turned into the Contractor shall be available for the HPD contract administrator to review on at least a weekly basis.

20.10 Timely Order Shipment Report - the average number of days to ship an order. The measurement period begins on the date the order is received into the Contractor's order management system and ends on the date the shipment is received at the store front service center.

20.11 Days to Ship Backorder Report - the average number of days to ship an item that goes on backorder. A backorder is any item that does not go to the employee in the first shipment after an order is placed (except non-stock or made-to-measure items). The measurement period begins on the date the order is received into the Contractor's order management system and ends on the date the backorder is shipped from the distribution center.

20.12 Orders Shipped Complete Report - the percentage of initial orders (first shipment after the order is placed) that ship without any backorders - all items ordered are shipped.

20.13 Order Accuracy Report - the percentage of shipments that are delivered to the employee without any errors. Errors include shipping the wrong item, shipping the wrong size, or shipping the wrong quantity. This percentage is calculated based on the shipments returned due to the errors listed.

20.14 Defect Rate Report - The percentage of shipments made that do not contain a defective product. This percentage is calculated based on the number of shipments returned due to defective product.

D. See “Exhibit – G” Uniform Technical Specifications and HPD Emblems attached at the E-bid site.
PART III – EVALUATION AND SELECTION PROCESS

A. Evaluation Committee

An evaluation committee shall evaluate Proposers’ submissions in accordance with the evaluation criteria listed in Item 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)’ meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

B. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

C. Selection Process

The City intends to select a Proposal that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Upon review of all information provided by Proposer(s), the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer(s), a contract shall be executed by the appropriate City officials.

D. Best and Final Offer (“BAFO”)

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary.
E. Evaluation Criteria

1.1 Responsiveness of Proposal (Pass/Fail)

The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

1.2 Technical Competence/Requirements (70 Points)

The Proposal shall be evaluated based on the extent to which the proposed solution meet the needs of the City including but not limited to the desired features, training program, and ease of use, as expressed in this RFP.

1.2.1 Qualifications and specialized experience of the firm to successfully provide apparel uniforms and accessories as evidenced by experience with a project of similar scope of magnitude for agencies of 200 or more personnel (10 Points)

1.2.2 Customer Service and Complaint Resolution Policies and Procedures related to the Technical Specifications outlined in the RFP (10 Points)

1.2.3 Ordering/Delivery and demonstrated capability to meet deadlines for delivery as outlined in the RFP (10 Points)

1.2.4 Quality and durability of products offered (40 Points)

1.3 Quality of proposed M/WBE Participation aligned with the project scope (Pass/Fail)

Ability to meet the required 9.09% level of subcontracting participation or a demonstrative Good Faith Efforts presented by Proposer.

1.4 Financial Stability of the Proposer (Pass/Fail)

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

1.4.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

1.4.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

1.4.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

1.4.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer’s financial ability to perform this contract.
If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

1.4.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

1.4.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

1.4.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

1.4.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

1.5 **Reasonableness and extent of contract exceptions taken by Proposer (if applicable)**

1.6 **Price Proposal (30 Points)**

**THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE** that is clearly marked with the RFP title and solicitation number and the label “Price Proposal”.

1.7 **Local Preference Points**

To be eligible for the preference, a company must be designated as a *City Business (CB)* or *Local Business (LB)* under the Hire Houston First Program prior to submittal of proposal. Proposers must provide *Declaration of Hire Houston First Designation* with proposal submission. At the conclusion of scoring Proposals, Hire Houston First preference points shall be distributed in such a way that grants the highest number of points to a City Business (CB) and the next highest number of points to a Local Business (LB).

**Note:** At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- **5 Points:** For Proposer firm designated as a Hire Houston First “City Business” (CB);
- **3 Points:** For Proposer firm designated as a Hire Houston First “Local Business” (LB);
- **0 Points:** For proposer firm not designated as either a “City Business” (CB) or a “Local Business” (LB).

**F. ADDITIONAL RELATED SERVICES**

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the apparel and uniforms as provided herein or deemed necessary and/or desirable by the City.
G. INTERLOCAL AGREEMENT

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

H. INVOICING

1.0. The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:

Houston Police Department  
Attention: Budget-Finance Accounts Payable  
1200 Travis Street  
17th Floor  
Houston, Texas 77002

2.0 The City requires timely and accurate accounting and billing information.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1.0 Number of Copies. Submit three (3) printed copies of the Technical Proposal, one printed original signed in BLUE ink, and six (6) electronic copies of the Technical Proposal on thumb drives, sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

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

1.1 Technical Proposal. Submit three (3) original and six (6) thumb drives in a separate single sealed envelope bearing the assigned solicitation number and title.

1.2 Price Proposal/Fee Schedule and M/WBE documents. Submit six (6) copies of the Price Proposal/Fee Schedule and M/WBE documents on a thumb drive in a separate single sealed envelope bearing the assigned solicitation number and title.

1.3 The City 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 Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened. With the exception of City holidays, the normal business hours for the City Secretary’s office are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

3.0 Format. Proposals must be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs and shall be securely bound. Submission materials will not be returned to Proposers.

4.0 Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

5.0 Packaging and Labeling; Submission of Price Proposal/ Fee Schedule. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal. The outside wrapping/envelope of the Price Proposal/ Fee Schedule shall clearly identify the content as “Price Proposal/ Fee Schedule” and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer’s Technical Proposal.

6.0 Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Price Proposal/ Fee Schedule must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary’s Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.

7.0 Proposers Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

B. Submission Requirements

1.0 Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer’s commitment to provide the items and services proposed and contain a statement that the proposal and the prices contained shall remain firm for a period of 180 days after receipt of best and final offer.

2.0 Executive Summary: The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion.

3.0 Offer and Submittal Form: See Exhibit I
4.0 **General Company Information:** Provide the name of Proposer’s company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.

5.0 **Key Personnel:** Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City’s best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

5.1 Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. At a minimum, key personnel must possess current professional certifications as indicated below for:

5.1.1 Account Manager (example)
5.1.2 Customer Service Representative
5.1.3 Store Front Manager

6.0 **Knowledge and Experience:** Provide detailed relevant information about Proposer’s knowledge and experience, including:

6.1 Summarize three or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer’s experience providing apparel and uniforms;

6.2 Submit a written plan of action on how Proposer will meet the requirements of the RFP;

6.3 Company track record: Provide a brief summary of company’s background history, number of years in business, total number of employees, key personnel and their availability to be assigned on this project for the City.

7.0 **Client References:** Provide reference name and contact information for three (3) clients for whom Proposer has provided similar services to municipalities within the past five (5) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:

7.1 Name and location of project(s)
7.2 “CURRENT” reference contact name, telephone numbers, and e-mail addresses
7.3 Total number of years’ experience the business has and number of employees

8.0 **M/WBE Participation:** Identify M/WBE subcontractor(s) and submit a signed “M/WBE Letter of Intent” form identifying the role of each subcontractor for this implemented project.
9.0 **Financial Stability:** If Proposer is an entity that is required to prepare audited financial statements, then Proposer shall submit an annual report containing the information provided in Part III, D, 5.1.1 through 5.1.4 of this document. If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report containing the information provided in Part III, D, 5.2.1 through 5.2.3, or 5.2.4 of this document.

10.0 **Exceptions to Standard Contract:** Provide any exceptions to the standard contract and include the rationale for taking the exception. Such exceptions will be considered when evaluating the Proposer’s response to this RFP. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

11.0 **Legal Actions:** Provide a list of any pending litigation and include a brief description of the reason for legal action.

11.0 **Conflict of Interest:** Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

12.0 **Other:** Provide any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.

13.0 **Forms and Certifications:** Complete all forms and certifications attached, as appropriate.

14.0 **Price Proposal/ Fee Schedule:** Please separately submit a Price Proposal/ Fee Schedule with the level of detail provided.

**Part V – EXCEPTIONS TO TERMS AND CONDITIONS**

All exceptions to the Sample Agreement shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Agreement 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 approved by the Chief Procurement Officer or designee, 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.

All exceptions that are contained in the Sample Agreement may negatively affect the City’s evaluation based on the evaluation criteria as stated in the RFP.

Please review and include any exceptions to the terms and conditions on the attached Sample Agreement.
Part VI – SPECIAL CONDITIONS

A. No Contact Period

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, 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.

With the exception of Proposer’s formal response to the solicitation and 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, their families, or staff through written or oral means in an attempt to persuade or 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 from the time of 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. 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.

B. Minority and Woman Business Enterprises (“M/WBE”)

It is the City of Houston’s policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City’s MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 9.09% of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

C. Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12 http://www.houstontx.gov/adminpolicies/5-12.pdf

D. Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
E. Anti-Boycott of Israel

City vendors are required to certify that they are not currently engaged in and agree until the funds are exhausted under its contract with the City not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

F. Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

The City has a zero tolerance for human trafficking, and per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: http://www.houstontx.gov/execorders/1-56.pdf.

G. Preservation of Contracting Information

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

PART VII – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged 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.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Desiree Heath, Division Manager, preferably by e-mail to desiree.heath@houstontx.gov or by telephone at (832) 393-8732 no later than 4:00 PM, CST on Monday, August 24, 2020. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

C. Letter(s) of Clarification

1.0 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. Only information supplied by the City in writing or in this RFP should be used in preparing Proposal responses.

2.0 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).
D. Examination of Documents and Requirements

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

2.0 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and 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.

E. Post-Proposal Discussions with Proposer(s)

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).

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed below and in Table 1 must be completed and submitted to the Office of the City Secretary on or before the date and time the proposal is due:

A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)


C. Contractor Ownership Disclosure Ordinance (Exhibit III)

D. Anti-Collusion Statement (Exhibit IV)

E. Documents/forms must be downloaded from the City’s Website. The link to obtain the forms is as follows: [http://houstontx.gov/purchasing/index.html](http://houstontx.gov/purchasing/index.html)
PART IX – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

A. To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposer(s) must provide Declaration of Hire Houston First Designation Form with proposal submission.

B. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

C. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at https://www.ethics.state.tx.us/File/.

PART X – REQUIRED FORMS TO BE VIEWED/DOWNLOADED FROM THE CITY’S WEBSITE, BUT ARE NOT REQUIRED TO BE SUBMITTED WITH THE PROPOSAL

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<td>Drug_Forms</td>
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<td>Certificate_of_Insurance</td>
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<td>Formal_Instructions_for_Bid_Terms</td>
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<td>EEOC</td>
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<td>Sample_Insurance_Endorsements</td>
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<td>Criminal_Justice_Information_Services_Addendum_(CJIS)</td>
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NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED 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
LIST OF PREVIOUS CUSTOMERS

1. Name: ___________________________  Phone No.: ________________
   Address:  ______________________________________________________
   Contract Award Date: ________________  Contract Completion Date: ________________
   Contract Name/Title:  ________________________________________________
   Email:  _______________________________________________________
   Project Description:  ________________________________________________

2. Name: ___________________________  Phone No.: ________________
   Address:  ______________________________________________________
   Contract Award Date: ________________  Contract Completion Date: ________________
   Contract Name/Title:  ________________________________________________
   Email:  _______________________________________________________
   Project Description:  ________________________________________________

3. Name: ___________________________  Phone No.: ________________
   Address:  ______________________________________________________
   Contract Award Date: ________________  Contract Completion Date: ________________
   Contract Name/Title:  ________________________________________________
   Email:  _______________________________________________________
   Project Description:  ________________________________________________

4. Name: ___________________________  Phone No.: ________________
   Address:  ______________________________________________________
   Contract Award Date: ________________  Contract Completion Date: ________________
   Contract Name/Title:  ________________________________________________
   Email:  _______________________________________________________
   Project Description:  ________________________________________________
The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

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<th>SEGREGATED PART OF WORK</th>
<th>SUBCONTRACTOR/SUPPLIER</th>
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### EXHIBIT II
ATTACHMENT “A”
SCHEDULE OF MWBE PARTICIPATION

<table>
<thead>
<tr>
<th>Name of Certified MWBE Subcontractor</th>
<th>Street Address, City, State, Zip Code, Tel # &amp; Email</th>
<th>Certification Type for Goal MBE, WBE (Each firm may only be used for one goal type)</th>
<th>NAICS Code (6 Digits)</th>
<th>Description of Work (Scope of Work)</th>
<th>% of Participation</th>
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| TOTAL MWBE PARTICIPATION AMOUNT | $ |
| TOTAL BID AMOUNT | $ |
If you have exhausted your best efforts to comply with the City’s MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance with the City’s MWBE Program. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at [www.houstontx.gov/obo](http://www.houstontx.gov/obo).

___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________
___________________________________________________________________________________________________________

**All firms listed on this MWBE Participation Plan must be certified by the Office of Business Opportunity at the time of bid submission. The completed MWBE Participation Plan must be returned with the bid form.**

The undersigned will enter into a formal subcontracting or supply agreement with the MWBEs subcontractors and suppliers listed on this participation plan upon award of a contract with the City.

Bidder Company Name

________________________________________________________
Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Date
NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
   Administering Department

Date: ____________________

Project Name and Number ______________________________________

Bid Amount: ____________________ M/W/BE Goal: ____________________

_________________________________, agrees to enter into a contractual agreement with

   Prime Contractor

_________________________________, who will provide the following goods/services in connection

   MWBE Subcontractor

with the above-referenced contract:

____________________________________________________________________________________

for an estimated amount of $ ____________________ or ____________________% of the total contract value.

_________________________________, who is currently certified with the City of Houston’s Office of Business
   (M/W/BE Subcontractor)  Opportunity to function in the aforementioned capacity.

_________________________________, Intend to

Prime Contractor         M/W/BE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston
Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

_________________________________  _______________________

Signed (Prime Contractor)  Printed Signature  Date

_________________________________  _______________________

Signed (M/W/BE Subcontractor)  Printed Signature  Date

Title _________________________  Title _________________________  Date  Date
Attachment “C”

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT
TERMS

Contractor shall ensure that all subcontracting agreements with M/WSBE Subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION” contain the following terms:

1. _______________________(M/WSBE Subcontractor/Supplier) shall not delegate or subcontract more than 50% of the work under this subcontracting agreement to any other Subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity.

2. _______________________(M/WSBE Subcontractor/Supplier) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the Subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontracting agreement. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontracting agreement, Contractor (prime contractor) and Subcontractor shall designate in writing to the Office of Business Opportunity an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented and regulated contracts as defined in City Code of Ordinances, Chapter 15, Article 5.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Office of Business Opportunity polices and/or governing ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

Revised June 2016
City of Houston Certified M/WSBE Subcontract Terms
EXHIBIT II
ATTACHMENT “D”
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT

Report Period: _____________________

PROJECT NAME & NUMBER: ________________________________  AWARD DATE: ________________________________

PRIME CONTRACTOR: ________________________________  CONTRACT NO.: ________________________________

ADDRESS: ____________________________________________  CONTRACT AMOUNT: ________________________________

LIAISON/PHONE NO.: ________________________________  MWBE GOAL: ________________________________

<table>
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<tr>
<th>MWBE SUB/VENDOR NAME</th>
<th>DATE OF OBO CERTIFICATION</th>
<th>DATE OF SUBCONTRACT</th>
<th>SUBCONTRACT AMOUNT</th>
<th>% OF TOTAL CONTRACT</th>
<th>AMOUNT PAID TO DATE</th>
<th>% OF CONTRACT TO DATE</th>
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Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
MWBE’s to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Marsha Murray 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002
EXHIBIT II
ATTACHMENT “E”
DECLARATION OF HIRE HOUSTON FIRST DESIGNATION

DIRECTIONS: Execute the declaration below regarding your company’s status as a Hire Houston First (HHF) designated company. Fill out the appropriate box below and leave the other blank.

If your company does not have a HHF designation and would like to apply for designation go to: www.houstontx.gov/obo/hirehoustonfirst.html at least 10 working days prior to submitting a bid or proposal.

<table>
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<tr>
<th>1. This certifies that Bidder/Proposer, ____________________________, is a Hire Houston First designated City Business (CB). A valid certificate of designation is attached.</th>
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<td>Print Name                        Signature                    Date</td>
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<th>2. This certifies that Bidder/Proposer, ____________________________, is a Hire Houston First designated Local Business (LB). A valid certificate of designation is attached.</th>
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<td>Print Name                        Signature                    Date</td>
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EXHIBIT III
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

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 Request for Proposal 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 "Ownership Information Form," 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 IV
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