

<p>City of Houston</p>  <p>Administration & Regulatory Affairs</p>	<p align="center">CITY OF HOUSTON, TEXAS NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: S10-T23536</p>	<p align="center">STRATEGIC PURCHASING DIVISION <i>"PARTNERING TO BETTER SERVE HOUSTON"</i></p>
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NIGP CODE: 961-85

SOLICITATION DUE DATE/TIME: June 25, 2010 at 2:00 P.M., CST

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

DESCRIPTION: UTILITY SERVICES CONCESSION

PRE-PROPOSAL CONFERENCE:	<table border="0"> <tr> <td><i>Date</i></td> <td><i>Time</i></td> <td><i>Location</i></td> </tr> <tr> <td>6/1/2010</td> <td>10:00 AM</td> <td>2nd Floor Administrative Office Conference Room George R. Brown Convention Center 1001 Avenida de las Americas Houston, Texas 77010</td> </tr> </table>	<i>Date</i>	<i>Time</i>	<i>Location</i>	6/1/2010	10:00 AM	2 nd Floor Administrative Office Conference Room George R. Brown Convention Center 1001 Avenida de las Americas Houston, Texas 77010
<i>Date</i>	<i>Time</i>	<i>Location</i>					
6/1/2010	10:00 AM	2 nd Floor Administrative Office Conference Room George R. Brown Convention Center 1001 Avenida de las Americas Houston, Texas 77010					

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Greg Hubbard
Name

Greg.Hubbard@houstontx.gov
E-Mail Address

Galvin Wells
Deputy Director / City Purchasing Agent

May 17, 2010
Date

**NOTICE OF
REQUEST FOR PROPOSAL FOR**

**GEORGE R. BROWN CONVENTION CENTER
UTILITY SERVICES CONCESSION**

S10-T23536

**CITY OF HOUSTON
CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT**

The City of Houston Strategic Purchasing Division invites prospective Contractors ("Proposers") to submit a written proposal for George R. Brown Convention Center (Licensee and Exhibitor) Utility Services for the City of Houston Convention & Entertainment Facilities Department. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal ("RFP").

This Proposal is available on the Internet from: <http://purchasing.houstontx.gov/>

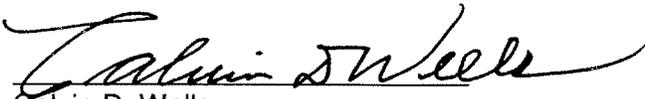
In the event you do not have download capability, the RFP document may be obtained from the Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

There will be a **Pre-Proposal Conference on Tuesday, June 1, 2010 at 10:00 a.m.** in the 2nd Floor Administrative Office Conference Room, at the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010. A tour of the George R. Brown Convention Center will follow the Pre-Proposal conference. (The Administrative Offices entrance is on the southern end of the building, close to Lamar Street, where the skywalks are.)

Questions concerning the Proposal should be submitted to, Strategic Purchasing, High Technology, Room B403, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Greg Hubbard, phone: (832) 393-8748, fax: (832) 393.8759, greg.hubbard@houstontx.gov, no later than **4:00 p.m. CST, Monday, June 7, 2010.**

The City of Houston, Texas will receive Proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, June 25, 2010 at 2:00 p.m. CST.** No Proposals will be accepted after the stated deadline. When submitting Proposals via UPS/FedEx, etc., please label the box or boxes with the name: Office of the City Secretary, at the above-referenced address, and write the Request for Proposal number prominently on the box.

All Proposals will be required to comply with City Council Ordinance No. 78-1538, Passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all Proposals or to accept any Proposal or portion of a Proposal deemed to be in the City's best interest.


Calvin D. Wells
Deputy Director / City Purchasing Agent

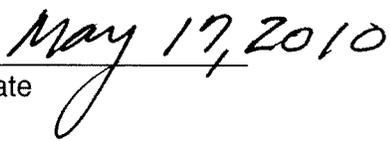

Date

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ATTACHMENTS:

- ATTACHMENT I: Goal Oriented Minority/Women Business Enterprises Contract Requirements
- ATTACHMENT II: List of Previous Facilities, Trade Shows, and Conventions/List of Subcontractors/Submittal Forms
- ATTACHMENT III: Performance Bond
- ATTACHMENT IV: Insurance Requirements
- ATTACHMENT V: City of Houston Fair Campaign Ordinance Contract Requirements
- ATTACHMENT VI: Drug Detection and Deterrence Procedures for Contractors
- ATTACHMENT VII: Anti-Collusion Statement
- ATTACHMENT VIII: Affidavit of Ownership or Control
- ATTACHMENT IX: Historical Utility Services Gross Revenues
- ATTACHMENT X: Pricing Forms
- ATTACHMENT XI: DRAFT Contract—Legal Requirements
- ATTACHMENT XII: Pay or Play forms
- ATTACHMENT XIII: Conflict of Interest Questionnaire
- ATTACHMENT XIV: Specifications for Floor Utility Boxes
- ATTACHMENT XV: Utility Services Experience Questionnaire
- ATTACHMENT XVI: GRBCC Events Schedule 2010 – 2012

SECTION I. GENERAL INSTRUCTIONS

1.0 RFP Goals and Objectives

The primary objective in issuing this Request for Proposal (RFP) is to gather Proposals from experienced utility services firms (hereinafter referred to as the “Proposer”) to provide utility services for Licensees and their exhibitors at the City of Houston (“City”) owned George R. Brown Convention Center. Based on the responses, the selected Proposer(s) will be evaluated in depth. Participating Proposers are expected to respond to this RFP in the format described in Section III—“Proposal Outline and Content.” If a Proposer chooses to provide additional services, information about the proposed services must be provided in a separate section and priced separately from the rest of the Proposal.

2.0 General Information

The George R. Brown Convention Center (“GRBCC”) is a nationally prominent convention and trade show facility. Ranked among the nation’s ten largest convention centers, the GRBCC offers 1.2 million square feet of dedicated meeting space, including seven exhibit halls, a 3,600 tier-seated amphitheater, a level-three exhibit hall featuring telescopic arena-style seating for 6,500, with additional floor seating for 1,000, 100 flexible meeting rooms totaling 185,000 square feet of space, and a 31,500 square foot ballroom. On the registration level there are 99,000 square feet of space, plus four 2,880 square foot open-air event balconies.

In addition to conventions and trade shows, the facility accommodates public shows and meetings. The Convention Center has an active year-round schedule of events. Lists of events for the current year are available at the following website: http://www.houstonconventionctr.com/meeting_planners/calendar.html.

A list of 2010 – 2012 events scheduled at the GRBCC is attached as **Attachment XVI**.

Available to all lessees are up to 862,000 sq. ft. of gross exhibit space with **1,006** exhibitor utility boxes, which are flush mounted and provide electrical, water, plumbing and air in addition to telephone and fiber optic services.

3.0 Specific Scope of Work Requirements

The work to be performed hereunder shall include the furnishing of all labor, materials, equipment, and services necessary for, or reasonably incidental to, the provision of the temporary utility services for Licensees and exhibitors at the GRBCC. It shall be the responsibility of the Contractor to furnish equipment and services that meet the requirements stated in this RFP.

- 3.1 All Proposers should tour the facility and research the entire scope of this RFP.
- 3.2 City will not accept less than **35%** of Proposer's total gross receipts after taxes. Historical utility services Gross Receipts are included for informational purposes in **Attachment IX**.
- 3.3 Contractor shall maintain and repair utility boxes and temporary disconnect panels throughout the Facility. Proposer’s response should include a description of the method and schedule of how Proposer plans to provide this service. Contractor shall be

responsible for the general maintenance and care of the utility boxes within the exhibit areas. This includes, but is not limited to, the monitoring of utility box covers, elimination of debris caused by Contractor, and the repair or replacements of problems or damage (i.e. blown fuses, broken face plate, broken valve, terminal blocks, etc.). Contractor shall also inspect floor port feeders annually, and submit an annual report to the Director regarding their condition. Specifications for the floor utility boxes are included in [Attachment XIV](#).

3.4 The successful Proposer must ensure that the facilities and equipment will be used in a safe manner creating no hazards or safety violations.

3.5 **Proposer must complete and submit a proposed rate schedule for both labor rates and service connection charges to be levied against Licensees and exhibitors requesting utility services.** The proposed rate schedule should include substantially the same details as shown in [Attachment X](#)--"Pricing Forms." Add more space as needed to provide any additional information. Initially, the proposed rates should be designed in accordance with the average rate (and shall never exceed by more than ten percent the highest rate) charged for similar services in the Houston Reliant Center, Dallas Convention Center, New Orleans Convention Center, or Georgia World Congress Center.

Special power rates will apply to all concerts and galas in the Facility, as mutually agreed upon by Contractor and Director. Contractor shall provide package rates for concerts and special events in the ballroom, general assembly room, and all exhibit halls.

Any disagreement between the parties involved in relation to service pricing is subject to the review of the Director, and the decision by the Director shall be final. Following the effective date of the Agreement, revisions to the rate schedule will require the Director's pre-approval.

3.6 In determining standard electrical rates, charges should include the cost of bringing power into the exhibit booth and connecting to a single terminal location, provided the equipment has the proper plugs, caps, or terminals to conform to incoming cable lines. The rate schedule should include any other anticipated services not mentioned above, such as electrical sign hanging, and liquid pumping units.

3.7 Any additional work required in the booth area and not included in the rate schedule should be charged on the basis of prevailing material prices and labor at a rate mutually agreed upon by Contractor and the Director.

3.8 Proposer must be capable of providing a web-based ordering system. To ensure accuracy of information provided to the public, Proposer agrees and understands that the Director's prior written approval is required before the selected contractor may post any information concerning the Facility on its website.

3.9 **Branding**

The selected Contractor shall not use any company brand logos on collateral marketing materials, printed documents, order forms, websites, badges, or uniforms. The selected Contractor shall use the GRBCC logo. In addition, Contractor shall not share any of the

data collected from Licensees or exhibitors with any other companies, including parent companies or other affiliated companies, nor shall Contractor solicit business for or on behalf of other companies to provide services in the Facility.

- 3.10 The City is committed to buying products with recycled content or environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance. If your company uses or offers any green alternatives that are an acceptable substitution for the products required herein, please provide all relevant specifications and information.

4.0 Submittal Procedure

Proposers should provide:

- 4.1 **One original (signed in blue ink) and eight hard copies** of the Proposal (a total of nine copies), and
- 4.2 Two copies of **Attachment X**—"Pricing Forms" on computer disk (cd) in Excel format [one for SPD and one for C&EF], including rate sheets. **See the Excel Workbook attached to this RFP on the City of Houston E-bid Website.** Enclose the computer disks with the signed original Proposal.

Please send all **nine** hard copies of your Proposal to the address below. Proposals are to be submitted in a sealed box bearing the assigned Control Number located on the first page of the RFP.

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002
Phone: 832-393-1100

Mailing: Office of the City Secretary
P.O. Box 1562
Houston, Texas 77251

The deadline for the submittal of the Proposal is no later than **Friday, June 25, 2010, at 2:00 p.m. CST.**

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. Proposers may submit their Proposal to the City Secretary's Office any time prior to the above stated deadline.

5.0 Proposal Format

The Proposal should be typewritten and the original signed in ink. They should not be submitted in elaborate or expensive binders but should be printed on 8-1/2 x 11 paper and placed in binders with a table of contents and tabs delineating each section. Legibility, clarity and completeness are important and essential.

The Proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the Proposal and the prices contained therein should remain firm for a period of one hundred-eighty (180) days after receipt of the Best and Final Offer (BAFO).

6.0 Pre-Proposal Conference

A Pre-Proposal Conference will be held **Tuesday, June 1, 2010 at 10:00 a.m.** in the Second Floor Administrative Office Conference Room, located in the George R. Brown Convention Center, at 1001 Avenida de las Americas, Houston, Texas 77010. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions that have not already been addressed by the City. A tour of the Convention Center will follow the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference and all tours is strongly encouraged for all prospective Proposers.

7.0 Disqualification

Under no circumstances are Proposers to contact any City employee or official, other than the designated City representative, Greg Hubbard, with regard to this RFP or any of the information contained herein (except in response to City initiated discussions). Violation of this provision, except as specified herein, will subject the Proposer to **immediate disqualification**.

8.0 Additional Information and Specifications Changes

Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division, High Technology Section, Greg Hubbard, (832) 393-8748 fax: (832) 393.8759, greg.hubbard@houstontx.gov no later than **Monday, June 7, 2010, at 4:00 p.m.** CST. The City of Houston shall provide written responses to all questions received in writing on or before the written question submittal deadline. Questions received from all Proposers will be answered and sent to all Proposers who are listed as having obtained Request for Proposals. Proposers will be notified in writing of any changes in the specifications contained in this Request for Proposal. Proposers are **NOT** to contact any other City employees or officials directly.

Results of informal meetings or discussions between a potential Proposer and any City official or employee may not be used as a basis for deviations from the requirements contained within this RFP and may subject the Proposer to immediate disqualification.

9.0 Letter(s) of Clarification

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

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

10.0 Examination of Documents and Requirements

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.

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 Request for Proposal.

11.0 Exceptions to Terms and Conditions

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

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

12.0 Post-Proposal Discussions with Proposers

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-bid discussion with any Proposers who have a realistic possibility of Contract award including requests for additional information and requests for "Best and Final Offers."

13.0 Protest

13.1 A protest shall comply with, and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protestor knows, or should have known, the basis or outcome of the Contract award.

13.2 A protest shall include the following:

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

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

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

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

14.0 Terms, Conditions, Limitations and Exceptions

- 14.1 This RFP does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 14.2 The Proposals will become part of the City's official files without any obligation on the City's part. All responses shall be held confidential from all parties other than the City until after the Contract is awarded. Afterward, the Proposals shall be available to the public.
- 14.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 14.4 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret." The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 14.5 The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees) for the purpose of influencing consideration of a Proposal.
- 14.6 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 14.7 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 14.8 The RFP and the related responses of the selected Proposer may by reference (within a contract) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with the selected Proposer ("Contractor") the exact terms and conditions of the contract.
- 14.9 Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a Proposal is submitted to the City.

- 14.10 Clerical support and reproduction of documentation costs shall be the responsibility of the contractor. If required, such support and costs shall be defined in the negotiated Contract.
- 14.11 Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the Director of the Convention & Entertainment Facilities Department (the "Director").
- 14.12 The Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits. (See Attachment XI—Draft Contract.)
- 14.13 The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.14 Contractor must promptly report to the Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the Contract.
- 14.15 The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
- 14.16 The City reserves the right to waive any formalities canceling this RFP, or to reject any or all Proposals or any part thereof.
- 14.17 The City reserves the right to request clarification of any Proposal after all Proposals have been received.
- 14.18 Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officers or managing partners, which lists the specific officers who are authorized to execute Agreements on behalf of the company.
- 14.19 The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 14.20 After Contract execution, the Contractor is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior express approval from the Director.

- 14.21 Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Contractor or is subcontracted to another organization.
- 14.22 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.
- 14.23 The initial term of the Contract resulting from award of this RFP will be two years, with three optional one-year renewals. The Contract must be terminable by the City, without penalty or cause.

15.0 Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposers from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.

Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

16.0 Local Minority/Women Businesses Enterprises Participation

Pursuant to City Council Motion No. 86-2204 passed August 5, 1986, each Proposer must agree that if awarded the contract, the Proposer will make good faith efforts to award subcontracts or purchase Agreements of at least at least **12%** of the Gross Revenues less amounts payable to the City by Contractor, payroll costs and overhead costs, to M/WBE firms certified by the City's Affirmative Action Division. Evidence of this Good Faith Effort must be included in the Proposal. **Attachment I**, "Minority and Women Business Enterprise Contract Requirements" is included for informational purposes only.

17.0 Performance Bond

The successful Contractor shall be required to provide a Performance Bond or a clean irrevocable Letter of Credit, in a form approved by the City Attorney, in the amount of **\$100,000.00** throughout the term of the Contract. The Contract term is an initial two-year with three one-year options to renew for a total five-year term. The bond will be renewed for each year of the Contract term including extension terms. The Performance Bond shall be in the same form as that distributed by the City (as noted in **Attachment III**), all duly executed by the Proposer (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond.

18.0 City of Houston Fair Campaign Ordinance

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

19.0 Drug Detection and Deterrence Procedures for Contractors

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

20.0 Pay or Play Program

The requirement and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, as amended, will be incorporated into the Agreement for all purposes. Proposer should review Executive Order 1-7, as amended, and shall agree to comply with its terms and conditions as they are set out at the time of City Council approval of the Agreement. This provision requires certain contractors to offer to certain employees a minimal level of health insurance benefits or to contribute a designated dollar amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete the "Pay or Play Acknowledgement Form in **Attachment XII** may be just cause for rejection of your bid or Proposal. The selected Proposer will be required to submit additional "Pay or Play" forms (see **Attachment XII**—Pay or Play Forms). Detailed information about the Pay or Play Program's requirements and additional Pay or Play forms is available at the following website: <http://www.houstontx.gov/aacc/popforms.html>.

21.0 Schedule

Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

<u>EVENT</u>	<u>DATE</u>
Date of issue of the RFP	Fri., May 21, 2010
Pre-Proposal Conference	Tues., June 1, 2010
Questions from Proposers due to City	Mon., June 7, 2010
Proposals due from Proposers	Fri., June 25, 2010
Notification of intent to award (<i>Estimated</i>)	Fri. July 30, 2010
Contract start date	October 1, 2010, 12:01 a.m.

SECTION II. SCOPE OF SERVICES

The Scope of Services attached as Exhibit A to the draft Contract attached hereto as **Attachment XI**—“DRAFT Contract—Legal Requirements”, is an important part of this RFP and should be carefully reviewed by Proposers.

SECTION III. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information. Proposals should provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

1.0 Title Page

The title page should include the RFP subject and RFP number, the name and address of the Proposer and the date of the Proposal.

2.0 Letter of Transmittal

The original copy of the Proposal must be organized into the following response item sections:

- 2.1 Cover letter addressed to the City Purchasing Agent that states the Proposer’s understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
- 2.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
- 2.3 A description of the methodology to be used, including, but not limited to, commitment of adequate appropriate resources.
- 2.4 The Proposer must assure the City that he/she will to the best of her/his knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances.
- 2.5 Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current Contracts with the City of Houston. This would apply to the Proposer as well as companies subcontracted by the Proposer.
- 2.6 Include any material the Proposer wishes to submit that is not specifically requested in the above categories. If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate section of the Proposal.
- 2.7 A statement that the person signing the transmittal letter is authorized to legally bind the Proposer; that the proposal and the total fixed pricing contained therein

shall remain firm for a period of one hundred-eighty (180) days after receipt of the best and final offer and that the Proposal will comply with the requirements and arrangements in Section I of this RFP.

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

3.0 Financial Statement

Please submit your company's most recent three years of financial statements, certified by an independent CPA firm.

A financial profile of your company should include number of current customers with similar programs and requirements, years of experience providing utility services for Licensees and exhibitors, and most recent annual report or comparable audited statements.

4.0 Contents

The contents should be identified by section, description, and page number. The submittal should include, at a minimum, the following requirements:

- 4.1 Title Page;
- 4.2 Signed and Notarized Submittal Form (Attachment II);
- 4.3 Letter of Transmittal;
- 4.4 Organizational Chart, Resumes & Certifications/Licenses of proposed key personnel: Provide resumes and an organizational chart for all key personnel (the resumes of the key personnel, including subcontractors, including qualifications, certifications and licenses. This may be included as a separate section at the end of the RFP response). If any such personnel are reassigned from the subject contract, the City requires that the information required herein be submitted for any and all replacement personnel prior to the time such replacement is made.;
- 4.5 Financial Statement, Dunn & Bradstreet Reports or Federal Tax Forms Filed for past two years;
- 4.6 Signed M/WBE Forms: Form "A" Schedule of M/WBE Participation and Form "B" Letter of Intent (Attachment I);
- 4.7 List of Previous Facilities, Trade Shows, and Conventions/List of Subcontractors/Submittal Form (Attachment II);
- 4.8 Fair Campaign Ordinance Form "A" (Attachment V);
- 4.9 Drug Compliance Agreement Attachment "A" (Attachment VI);
- 4.10 Anti-Collusion Statement (Attachment VII);
- 4.11 Affidavit of Ownership or Control (Attachment VIII);
- 4.12 City Contractors' Pay or Play Acknowledgement Form (Attachment XII);
- 4.13 Conflict of Interest Questionnaire (Attachment XIII – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>);
- 4.14 Proof of previous Insurance and Performance Bond compliance;
- 4.15 Requested Information Outlined in the Scope of Work & Other Additional Relevant/Supporting Information;
- 4.16 A statement of the firm's capabilities and related experience;
- 4.17 A detailed description of the proposed services;

- 4.18 Value-Added Services:
Examples of Value-Added Services include, but are not limited to, Facility and/or equipment enhancements, electrical upgrades, or other items or services that will benefit operations and revenues;
- 4.19 The percentage distribution of Gross Revenue, using **Attachment X** to this RFP—"Pricing Forms";
- 4.20 A detailed description of Proposer's cash and sales record system;
- 4.21 An inventory of equipment to be used for this Agreement--see Exhibit C of the Draft Agreement as an example;
- 4.22 A complete list of local, senior company personnel over and above those who would be directly responsible for this contract; and
- 4.23 A listing of accounts of similar size and scope that use the Proposer's services, including addresses, telephone numbers, and the names of contact persons.

5.0 Company Profile

In ten pages or less, provide the following general information about your company:

- 5.1 Name, address, web site, and phone number of company headquarters.
- 5.2 Age of company, year of incorporation, and number of employees and revenues related specifically to the delivery of utility services for Licensees and exhibitors.
- 5.3 Provide a concise description of any business partners, major subcontractors, or subsidiaries that may be providing support services as a part of this RFP. This information should include the same information as requested above from the primary Proposer. Please clearly define the nature of the relationship (i.e., reseller, subcontractor, subsidiary, parent, unrelated joint vendor, etc.).
- 5.4 Provide a list of all major facility locations where you provide exclusive or preferred utility services. Indicate client locations, total square footage by location, the range of services you provide at each location, and current facility manager's name and contact numbers. Each Proposer is requested to submit a list of customer references in order to receive award consideration. The Proposer must demonstrate that it is currently engaged in utility services Agreements with other convention centers similar in scope to the Contract contemplated by this RFP.

Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact.

- 5.5 Define any current relationship with the City, including the current services and products provided to the City.
- 5.6 Highlight the services or attributes that differentiate you from other utility services companies.

6.0 Draft Contract—Legal Requirements

A "Draft Contract—Legal Requirements" is included in this RFP as **Attachment XI**. Please note that the "Draft Contract" contains major terms and conditions, but not necessarily all provisions. Exhibits A, B and C of the Draft Contract should be read with particular care by Proposers.

Please review the terms and conditions in detail and note any concerns ***within your cover letter*** relative to signing a document containing the provisions as stated. An authorized signatory must execute a statement either agreeing to the provisions as stated, or agreeing to the provisions with the exceptions noted on the submittal.

7.0 Conditions of the Bid

In submitting a response to this RFP, Proposer acknowledges and accepts the following conditions, and makes the following representations. **Please initial each sub-paragraph below in your response:**

<u>Ownership of Proposals</u> – All Proposals in response to this RFP are to be the sole property of the City.	
<u>Oral Contracts</u> – Any alleged oral Contracts or arrangements made by a Proposer with any employee of the City will be superseded by the written Contract.	
<u>No Gratuities or Favors:</u> The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City (including any and all members of Proposal evaluation committee) for the purpose of influencing consideration of a Proposal.	
<u>Amending or Canceling Requests</u> – The City reserves the right to amend or cancel this RFP at any time, if it is in the City’s best interest.	
<u>Rejection for Default or Misrepresentation</u> – The City reserves the right to reject the Proposal of any Proposer that is in default of any prior Contract, owes the City outstanding debts, or has made misrepresentations.	
<u>Clerical Errors in Awards</u> – The City reserves the right to correct inaccurate awards resulting from its clerical errors.	
<u>Rejection of Qualified Proposals</u> – Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.	
<u>Presentation of Supporting Evidence</u> – If requested, Proposer(s) shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the Proposals.	
<u>Changes to Proposals</u> – No additions or other changes to the original RFP submissions will be allowed after submittal. While changes are not permitted, the City may request clarifications at the sole expense of the Proposer.	
<u>Collusion</u> – In submitting a Proposal, the Proposer implicitly states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no City employee participated directly or indirectly	

in the Proposer's Proposal preparation.	
Costs – Proposer shall be liable for any costs incurred in the preparation of its Proposal.	
Subcontractors – The use of subcontractors must be clearly identified and explained in the Proposal. The Proposer shall be wholly responsible for the performance of the Contract in its entirety whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The Proposer shall indemnify and hold the City harmless from any and all activities related to the services provided by their subcontractor(s) under the Contract.	

8.0 Alternative Processes and Methods

The City is open to considering other approaches, service delivery models, and pricing models outside of what has been specified within this Request for Proposal. This section has been provided intentionally to allow you the opportunity to propose alternative processes, methods or creative solutions for any of the services included within the RFP. Provide explicit detail on your alternative recommendation and a justification as to the strategic value that your solution will bring to the City. Clearly delineate within this section (only), by scope, specifically which service(s) would be provided using the alternate method and summarize the impact on service, quality and price. To the extent possible, provide examples.

9.0 Additional Services

Please provide detail on any additional or unique utility services provided by your organization, beyond the services sought within this RFP. Generic information without detail will be excluded from the analysis. Any **fees** associated with any extraordinary services should be clearly defined.

10.0 References

Provide a minimum of six references of companies that have used your services on the same or similar basis as is proposed to the City for a minimum of three years. Contact names and phone numbers must be included. Ensure the client references are appropriately senior that they can provide a strategic overview. Also, please indicate the length of the relationship, date of service commencement, and what products or services are supplied to the client.

Also provide three references of companies that have used your services on the same or similar basis as is proposed to the City for a period of more than 12 months, but less than 24 months. Contact names and phone numbers must be included. Ensure the client references are appropriately senior that they can provide a strategic overview.

Provide a list of at least three references for companies that recently issued a bid to your company that you were **not** awarded, or that replaced your services with another provider within the last 24 months. Contact names and phone numbers must be included.

11.0 Pricing Forms

Proposers must complete and include in their response the Pricing Forms, in substantially the same format as provided in [Attachment X](#) attached hereto. Add additional lines if necessary and adjust formulas in the Excel workbook if necessary to ensure accuracy.

The Proposer may offer any other consideration of value to the City as suggested by the RFP. Where pricing or commissions to the City vary each year, list pricing or commissions for all five Contract years.

12.0 Indemnity and Release

The Contract will contain the Release and Indemnification sections shown in [Attachment XI](#)—Draft Contract—Legal Requirements.

13.0 Insurance Requirements

For the purpose of submitting a Proposal, Proposers should include an example insurance certificate in their Proposals, to indicate that they are able to obtain suitable insurance coverage.

After the City selects a Proposer to enter into an Agreement, however, the selected Proposer shall obtain and maintain in effect insurance coverage, as set forth in [Attachment XI](#)—Draft Contract, before the agreement begins and continuing throughout the term of the Agreement. See [Attachment IV](#)--Insurance Requirements--for a sample insurance certificate.

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

14.0 Contractor Performance Language

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

15.0 Inspections and Audits

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

16.0 Green Alternatives

The City is committed to buying products with recycled content or environmentally sustainable alternatives that meet Leadership in Energy and Environmental Design (LEED) compliance

standards. If your company uses or offers any green alternatives that are an acceptable substitution for products required herein, please provide all relevant specifications and information with your bid submission.

SECTION IV. EVALUATION AND SELECTION PROCESS

1.0 Selection Process

The award of this Contract will be made to the Proposer(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 to create, modify and implement the required services. The Proposer shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by, or the investigation of, the Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated.

Each Proposer will be evaluated on the basis of the following evaluation criteria, which are listed in order of importance.

a)	Proposed services to be supplied, user costs and percentage of gross revenues received by GRBCC.	25%
b)	Experience and reputation, including years in business and reference checks.	20%
c)	Value-added services, marketing, and business development.	20%
d)	Client list and potential of quantified business to the GRBCC.	15%
e)	Financial strength.	15%
f)	M/WBE participation.	<u>5%</u>
		100%

2.0 Evaluation Summary

The evaluation committee will develop a short list of respondents and those short listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.

NOTE: THE CITY RESERVES THE RIGHT TO EXPAND THE CRITERIA LISTED ABOVE OR TO EXPAND SPECIFIC CRITERIA; THE CITY WILL NOT ELIMINATE ANY LISTED CRITERIA.

ATTACHMENT I

**GOAL ORIENTED MINORITY/WOMEN BUSINESS
ENTERPRISES CONTRACT REQUIREMENTS**

FORM "A"
CITY OF HOUSTON
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: _____

BID No.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION No.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE No.	SCOPE OF WORK	AGREEMENT PRICE
TOTAL..... \$ _____ \$ _____ % M/WBE PARTICIPATION AMOUNT..... \$ _____ TOTAL BID AMOUNT.....					

FORM "A" (CONTINUED)

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

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

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.

THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OF PRINT)

TITLE

FORM "B"
SAMPLE LETTER OF INTENT

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

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

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

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

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

2. _____
Name of Minority/Women Business Enterprise
status is confirmed by M/WBE Directory made available through the City of Houston Affirmative Action
Division. Certificate No.: _____.

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

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

FORM "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) 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 subcontract. Subcontractor shall keep such books and records available for such purpose for at least four years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within 30 days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number of known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9015, 611 Walker, 7th Floor, Houston, Texas.

FORM "D"
CITY OF HOUSTON
Affirmative Action and Contract Compliance
M/WBE Utilization Report

Report Period _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT No.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____

M/WBE GOAL: _____

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

<p>Use additional pages if needed. Provide support documentation on all revenues paid to end of the report period to: M/WBEs to reflect up/down variances on contract amount</p>	<p>Submit by the 15th day following the</p>	<p>Affirmative Action Division ATTN: Velma Laws 611 Walker, 7th Floor Houston, Texas 77002 Fax: (713) 837-9015</p>
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ATTACHMENT II

**LIST OF PREVIOUS FACILITIES, TRADE SHOWS,
AND CONVENTIONS /
LIST OF SUBCONTRACTORS /
SUBMITTAL FORMS**

LIST OF PREVIOUS FACILITIES, TRADE SHOWS, AND CONVENTIONS:

In order to receive award consideration, the Bidder must demonstrate that they are currently engaged, in, or have previously been engaged in, as a Prime Contractor, a Contract for Licensee and exhibitor utility services that is similar in scope to this contract. References for previous facilities, trade shows, and conventions should be included in the space provided below. Please attach another piece of paper if necessary.

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

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

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

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

SUBMITTAL FORM

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

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.

Respectfully Submitted:

(print or type name of Contractor – full company name)

By: _____
(signature of authorized officer or agent)

Name: _____

Title: _____

Date: _____

Attest/Witness: _____
(signature)

Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Telephone No. of Contractor: (_____) _____

(signature, name and title of Affiant)

Notary Public in and for

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

ATTACHMENT III
PERFORMANCE BOND

PERFORMANCE BOND

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as principal, hereinafter called "Contractor" and the other subscriber hereto _____ as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston, Texas, for Licensee and Exhibitor Utility Services, City of Houston Request for Proposal #S10-T23536, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Houston shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Houston shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under the Contract.

If the Contract Price is greater than \$1.2 million and in the event that the City of Houston shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the sum of ten percent (10%) of whatever amount may be recovered by the City in suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be indemnity to the City of Houston for the expense of or time consumed by its City Attorney, his assistants, and office force, and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Article 5160, Revised Civil Statutes of Texas, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN TESTIMONY THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

(Full Name of Surety)

(Address of Surety for Notice)

Name: (Typed)
Title:
Date:

By: _____
Name: (Typed)
Title:
Date:

Address of the Deputy Director / Purchasing Agent
901 Bagby
Houston, TX 77002

Deputy Director / City Purchasing Agent

This Ordinance and/or Contract have been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

ATTACHMENT IV
INSURANCE REQUIREMENTS
FOR
LICENSEE AND EXHIBITOR UTILITY SERVICES CONTRACT

To comply with the terms and conditions for insurance in a City of Houston service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in Attachment XI—Draft Contract—Legal Requirements, Article III, Section I. A sample insurance certificate is provided below.

SAMPLE FOR AWARD OVER \$15,000.00

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

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot. \$1,000,000			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence	\$2,000,000 \$1,000,000 \$1,000,000
				Fire Damage (Any one fire) Med. Expense (Any one person)	\$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.)		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X) Statutory Limits	Each Accident Disease - Policy Limit Disease - Each Employee	\$ 500,000 \$ 500,000 \$ 500,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston and its officers, agents and employees are named as **additional insureds** on Auto and General Liability policies, and **Waiver of Subrogation** on Auto, General Liability, and Worker's Compensation. Material alteration on cancellation notice as shown below. For Licensee and Exhibitor Utility Services Agreement)

CERTIFICATE HOLDERS

CITY OF HOUSTON
CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT
ATTN: CONTRACT ADMINISTRATOR

CANCELLATION SHALL BE MODIFIED AS FOLLOWS:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDERS NAMED TO THE LEFT.

P.O. BOX 61469
HOUSTON, TEXAS 77208

AUTHORIZED REPRESENTATIVE

ATTACHMENT V

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE CONTRACT REQUIREMENTS

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

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

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

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

**FORM A
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____ Address _____
Proprietor

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name _____ Address _____
Partner

Name _____ Address _____
Partner

A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____ Address _____
Director

Name _____ Address _____
Director

Name _____
Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”)

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)

Name _____
Address

Name _____
Address

Name _____
Address

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

Preparer

Printed Name

Title

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

8/23/01

ATTACHMENT "VI"
**DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS**

**CITY OF HOUSTON
DRUG DETECTION AND DETERRENCE PROCEDURE**

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

**DRUG POLICY COMPLIANCE AGREEMENT
ATTACHMENT A**

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

(Name of Company) (Contractor)

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

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

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

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

Date

Contractor Name

Signature

Title

DRUG POLICY COMPLIANCE DECLARATION ATTACHMENT "B"

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

_____ (Contractor)
(Name of Company)

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

This reporting period covers the preceding six months from _____ to _____, 20_____.

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

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

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

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

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

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

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

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

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

Date

Contractor Name

Signature

Title

**Contractor's Certification of No Safety Impact Positions
In Performance of a City Contract
ATTACHMENT "C"**

I, _____
(Name) (Print/Type) (Title)

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

Date

Contractor Name

Signature

Title

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

I _____ as an owner or officer of
(NAME) (PRINT/TYPE)

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

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

ATTACHMENT “VII”

Anti-Collusion Statement

The undersigned, as Bidder, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Bidder 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

Bidder Signature

ATTACHMENT VIII

AFFIDAVIT OF OWNERSHIP OR CONTROL

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 RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts.

Completion of **Attachment VIII** –“Affidavit of Ownership or Control” will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

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

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

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

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

Status of Appeal [**DESCRIBE**] _____

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

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

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

Attachment IX

HISTORICAL UTILITY SERVICES GROSS REVENUES

Historic Utility Services Gross Revenues

Contract Year:

(from August 1 - July 31)

	Gross Revenues
2005/2006	\$2,151,294.00
2006/2007	\$2,072,909.00
2007/2008	\$2,894,738.00
2008/2009	\$1,807,944.00
2009/2010	\$1,142,586.00
Total	<u>\$10,069,471.00</u>

Notes:

- 1) 2010 Revenue is February year to date
- 2) 2009/2010 Revenue is February YTD

ATTACHMENT X

PRICING FORMS

NOTE: DOWNLOAD THIS WORKBOOK FILE FROM THE CITY OF HOUSTON E-BID WEBSITE. COMPLETE AND SUBMIT (9) COPIES IN A SEPARATE ENVELOPE ENCLOSED WITHIN YOUR RFP PACKAGE

PRICING FORMS

Gross Revenues to City:	
Contract year 1	_____ %
Contract year 2	_____ %
Renewal Year 1	_____ %
Renewal Year 2	_____ %
Renewal Year 3	_____ %

Complimentary Services: Up to \$_____ per contract year, not to exceed \$_____ over the entire term of the Agreement, including the Renewal Terms.

Special Services Fund: Two percent of Gross Receipts paid out of Contractor’s share of Gross Receipts.

Marketing Efforts: Contractor shall provide \$_____ per Agreement year, not to exceed \$_____ over the entire term of the Agreement including renewal terms, for increased marketing efforts and/or additions to its marketing staff for the Facility.

Special Projects: (list)

We will provide up to \$_____ of the labor cost of Special Projects at no charge to the City, per Agreement year.

Value-Added Services:

For purposes of submitting a Proposal, the rates shown below were the current rates as of January, 2010. Your rates must be within 10% of these listed competitors’ rates. After the Agreement is awarded, the Director may approve an increase in your rates if the Director determines that the competitive rates shown below have changed.

ELECTRICAL COMPARISON CHART

SERVICE	DALLAS		RELIANT		GEORGIA		NEW ORLEANS		AVERAGE		PROPOSED FOR CITY OF HOUSTON		PROPOSED % to Average	
	Advance Rate	Standard Rate	Advance Rate	Standard Rate	Advance Rate	Standard Rate								
500 Watt	\$85.00	\$110.00	\$90.00	\$121.00	\$99.00	\$110.00	\$89.00	\$122.00	\$90.75	\$115.75			-100.00%	-100.00%
1000 Watt	\$85.00	\$110.00	\$90.00	\$121.00	\$132.00	\$147.00	\$112.00	\$154.00	\$104.75	\$133.00			-100.00%	-100.00%
2000 Watt	\$85.00	\$110.00	\$90.00	\$121.00	N/A	N/A	N/A	N/A	\$87.50	\$115.50			-100.00%	-100.00%
15amp/120volt	N/A	N/A	\$90.00	\$121.00	\$150.00	\$168.00	\$150.00	\$205.00	\$130.00	\$164.67			-100.00%	-100.00%
20amp/120volt	\$125.00	\$150.00	\$120.00	\$162.00	\$175.00	\$194.00	\$182.00	\$252.00	\$150.50	\$189.50			-100.00%	-100.00%
30amp/120volt	\$150.00	\$165.00	N/A	N/A	N/A	N/A	N/A	N/A	\$150.00	\$165.00			-100.00%	-100.00%
15amp/208v/1P	N/A	N/A	\$160.00	\$216.00	N/A	N/A	N/A	N/A	\$160.00	\$216.00			-100.00%	-100.00%
20amp/208v/1P	\$195.00	\$225.00	\$175.00	\$236.00	\$237.00	\$263.00	\$311.00	\$423.00	\$229.50	\$286.75			-100.00%	-100.00%
30amp/208v/1P	\$300.00	\$345.00	\$215.00	\$290.00	\$307.00	\$341.00	\$399.00	\$547.00	\$305.25	\$380.75			-100.00%	-100.00%
40amp/208v/1P	\$392.00	\$450.00	\$250.00	\$338.00	\$378.00	\$420.00	N/A	N/A	\$340.00	\$402.67			-100.00%	-100.00%
50amp/208v/1P	\$425.00	\$490.00	N/A	N/A	\$472.00	\$525.00	N/A	N/A	\$448.50	\$507.50			-100.00%	-100.00%
60amp/208v/1P	Call	Call	\$320.00	\$432.00	\$590.00	\$656.00	\$605.00	\$828.00	\$505.00	\$638.67			-100.00%	-100.00%
80amp/208v/1P	Call	Call	\$335.00	\$452.00	\$733.00	\$814.00	N/A	N/A	\$534.00	\$633.00			-100.00%	-100.00%
100amp/208v/1P	Call	Call	\$510.00	\$688.00	\$922.00	\$1,024.00	\$878.00	\$1,206.00	\$770.00	\$972.67			-100.00%	-100.00%

ELECTRICAL COMPARISON CHART

SERVICE	DALLAS		RELIANT		GEORGIA		NEW ORLEANS		AVERAGE		PROPOSED FOR CITY OF HOUSTON		PROPOSED % to Average	
	Advance Rate	Standard Rate	Advance Rate	Standard Rate	Advance Rate	Standard Rate								
150amp/208v/1P	Call	Call	\$735.00	\$992.00	\$1,417.00	\$1,575.00	N/A	N/A	\$1,076.00	\$1,283.50			-100.00%	-100.00%
200amp/208v/1P	Call	Call	\$1,040.00	\$1,404.00	\$1,890.00	\$2,100.00	\$1,901.00	\$2,275.00	\$1,610.33	\$1,926.33			-100.00%	-100.00%
300amp/208v/1P	N/A	N/A	N/A	N/A	N/A	N/A	\$2,248.00	\$2,634.00	\$2,248.00	\$2,634.00			-100.00%	-100.00%
400amp/208v/1P	N/A	N/A	N/A	N/A	N/A	N/A	\$2,969.00	\$3,480.00	\$2,969.00	\$3,480.00			-100.00%	-100.00%
15amp/208v/3P	N/A	N/A	190.00	257.00	N/A	N/A	N/A	N/A	\$190.00	\$257.00			-100.00%	-100.00%
20amp/208v/3P	\$274.00	\$315.00	\$230.00	\$311.00	\$401.00	\$446.00	\$434.00	\$587.00	\$334.75	\$414.75			-100.00%	-100.00%
30amp/208v/3P	\$365.00	\$420.00	\$275.00	\$371.00	\$544.00	\$604.00	\$553.00	\$755.00	\$434.25	\$537.50			-100.00%	-100.00%
40amp/208v/3P	\$490.00	\$564.00	\$355.00	\$479.00	\$685.00	\$761.00	N/A	N/A	\$510.00	\$601.33			-100.00%	-100.00%
50amp/208v/3P	\$539.00	\$620.00	N/A	N/A	\$779.00	\$866.00	N/A	N/A	\$659.00	\$743.00			-100.00%	-100.00%
60amp/208v/3P	\$604.00	\$695.00	\$470.00	\$635.00	\$945.00	\$1,050.00	\$835.00	\$1,057.00	\$713.50	\$859.25			-100.00%	-100.00%
70amp/208v/3P	\$669.00	\$769.00	N/A	N/A	N/A	N/A	N/A	N/A	\$669.00	\$769.00			-100.00%	-100.00%
80amp/208v/3P	N/A	N/A	610.00	824.00	1,276.00	1,418.00	N/A	N/A	\$943.00	\$1,121.00			-100.00%	-100.00%
SPECIAL POWER RATES FOR SPECIAL EVENTS														

ELECTRICAL COMPARISON CHART

SERVICE	DALLAS		RELIANT		GEORGIA		NEW ORLEANS		AVERAGE		PROPOSED FOR CITY OF HOUSTON		PROPOSED % to Average	
	Advance Rate	Standard Rate	Advance Rate	Standard Rate	Advance Rate	Standard Rate								
100amp/208v/3P	\$936.00	\$1,076.00	\$775.00	\$1,046.00	\$1,560.00	\$1,733.00	\$1,318.00	\$1,625.00	\$1,147.25	\$1,370.00			-100.00%	-100.00%
150amp/208v/3P	Call	Call	\$1,130.00	\$1,526.00	\$2,457.00	\$2,730.00	N/A	N/A	\$1,793.50	\$2,128.00			-100.00%	-100.00%
200amp/208v/3P	Call	Call	\$1,550.00	\$2,093.00	\$3,024.00	\$3,360.00	\$2,785.00	\$3,276.00	\$2,453.00	\$2,909.67			-100.00%	-100.00%
300amp/208v/3P	Call	Call	N/A	N/A	\$4,340.00	\$4,822.00	\$3,276.00	\$3,842.00	\$3,808.00	\$4,332.00			-100.00%	-100.00%
400amp/208v/3P	Call	Call	N/A	N/A	\$5,315.00	\$5,906.00	\$4,337.00	\$5,090.00	\$4,826.00	\$5,498.00			-100.00%	-100.00%
20amp/480v/3P	Call	Call	\$410.00	\$554.00	\$804.00	\$893.00	Call	Call	\$607.00	\$723.50			-100.00%	-100.00%
30amp/480v/3P	Call	Call	\$520.00	\$702.00	\$1,134.00	\$1,260.00	Call	Call	\$827.00	\$981.00			-100.00%	-100.00%
40amp/480v/3P	Call	Call	\$700.00	\$945.00	\$1,417.00	\$1,575.00	Call	Call	\$1,058.50	\$1,260.00			-100.00%	-100.00%
60amp/480v/3P	Call	Call	\$1,000.00	\$1,335.00	\$1,909.00	\$2,121.00	Call	Call	\$1,454.50	\$1,728.00			-100.00%	-100.00%
80amp/480v/3P	Call	Call	\$1,225.00	\$1,654.00	\$2,835.00	\$3,150.00	Call	Call	\$2,030.00	\$2,402.00			-100.00%	-100.00%
100amp/480v/3P	Call	Call	\$1,550.00	\$2,093.00	\$3,307.00	\$3,675.00	Call	Call	\$2,428.50	\$2,884.00			-100.00%	-100.00%
150amp/480v/3P	Call	Call	N/A	N/A	\$4,937.00	\$5,486.00	Call	Call	\$4,937.00	\$5,486.00			-100.00%	-100.00%
200amp/480v/3P	Call	Call	N/A	N/A	\$6,142.00	\$6,825.00	Call	Call	\$6,142.00	\$6,825.00			-100.00%	-100.00%
300amp/480v/3P	Call	Call	N/A	N/A	\$9,450.00	\$10,500.00	Call	Call	\$9,450.00	\$10,500.00			-100.00%	-100.00%
400amp/480v/3P	Call	Call	N/A	N/A	\$12,757.00	\$14,175.00	Call	Call	\$12,757.00	\$14,175.00			-100.00%	-100.00%
LABOR	\$45.00	\$90.00	\$60.00	\$120.00	\$63.00	N/A	\$74.00	\$105.00	\$60.50	\$105.00			-100.00%	-100.00%

PLUMBING COMPARISON CHART

SERVICE	DALLAS		RELIANT		GEORGIA		NEW ORLEANS		AVERAGE		PROPOSED FOR CITY OF HOUSTON		PROPOSED % to Average	
	Advance Rate	Standard Rate	Advance Rate	Standard Rate	Advance Rate	Standard Rate								
Air 1st Conn	\$200.00	\$225.00	Call	Call	\$225.00	\$250.00	\$279.00	\$369.00	\$234.67	\$281.33			-	-
Air Adtl Conn	\$80.00	\$110.00	Call	Call	\$180.00	\$200.00	\$180.00	\$229.00	\$146.67	\$179.67			100.00%	100.00%
Water 1st Conn	\$140.00	\$175.00	\$175.00	\$218.75	\$180.00	\$200.00	\$270.00	\$376.00	\$191.25	\$242.44			100.00%	100.00%
Water Adtl Conn	\$80.00	\$110.00	N/A	N/A	N/A	N/A	\$182.00	\$263.00	\$131.00	\$186.50			100.00%	100.00%
Drain 1st Conn	130.00	160.00	200.00	250.00	112.00	125.00	257.00	364.00	174.75	224.75			100.00%	100.00%
Drain Adtl Conn	\$80.00	\$110.00	N/A	N/A	N/A	N/A	\$155.00	\$181.00	\$117.50	\$145.50			100.00%	100.00%

PLUMBING COMPARISON CHART														
Fill & Drain	DALLAS		RELIANT		GEORGIA		NEW ORLEANS		AVERAGE		PROPOSED FOR CITY OF HOUSTON		PROPOSED % to Average	
	Advance Rate	Standard Rate	Advance Rate	Standard Rate	Advance Rate	Standard Rate								
1-25 gallons	\$25.00	\$50.00	\$94.00	\$117.50	N/A	N/A	N/A	N/A	\$59.50	\$83.75			-	-
26-75 gallons	\$50.00	\$75.00	\$94.00	\$117.50	N/A	N/A	N/A	N/A	\$72.00	\$96.25			-	-
76-150 gallons	\$100.00	\$125.00	\$120.00	\$150.00	\$157.00	\$175.00	N/A	N/A	\$125.67	\$150.00			-	-
151-400 gallons	\$200.00	\$250.00	\$120.00	\$150.00	\$382.00	\$425.00	N/A	N/A	\$234.00	\$275.00			-	-
401-1000 gallons	\$500.00	\$525.00	\$240.00	\$300.00	\$832.00	\$925.00	\$182.00	\$263.00	\$438.50	\$503.25			-	-
1000 + gallons	Call	Call	Call	Call	Call	Call	\$287.00	\$396.00	\$287.00	\$396.00			-	-
Gas 1st Conn	\$280.00	\$330.00	N/A	N/A	\$360.00	\$400.00	\$329.00	\$386.00	\$323.00	\$372.00			-	-
Gas Adtl Conn	\$225.00	\$280.00	N/A	N/A	\$288.00	\$320.00	\$231.00	\$272.00	\$248.00	\$290.67			-	-
Labor	\$45.00	\$90.00	\$60.00	\$120.00	\$63.00	N/A	\$74.00	\$105.00	\$60.50	\$105.00			-	-

ATTACHMENT XI
DRAFT CONTRACT—LEGAL REQUIREMENTS

DRAFT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR LICENSEE AND EXHIBITOR UTILITY SERVICES ("Agreement") is made between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas, principally situated in Harris County, acting by and through its governing body, City Council, and _____ ("Contractor"), a _____ doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

<u>City</u>	<u>Contractor</u>
Director of Convention and Entertainment Facilities Department or Designee City of Houston P. O. Box 61469 Houston, Texas 77208	_____

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Scope of Services
- B. Concession Payments
- C. Contractor Provided Equipment
- D. Drug Policy Compliance Agreement (included in Attachment VI to RFP)
- E. Certification of No Safety Impact Positions (included in Attachment VI to RFP)
- F. Drug Policy Compliance Declaration (included in Attachment VI to RFP)
- G. M/WBE Subcontract Terms (see Attachment I, Form C of RFP)
- H. Equal Employment Opportunity
- I. Equipment Storage Space
- C. Controlling Parts

If a conflict among the sections of this Agreement and the exhibits to this Agreement arises, the sections shall control over the exhibits.

D. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: _____

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Convention and Entertainment
Facilities Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney
L.D. File No.

II. DEFINITIONS

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

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"Applicable Percentage" means the percentage of Contractor's Gross Revenues payable to the City as defined in [Exhibit B](#).

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Correction" or **"Correct"** means the re-performance of the services identified in the Director's written notice to Contractor for failure to meet the requirements of this Agreement as set out in Section III, J below. "Correction" or "Correct" means the re-performance of the services identified in the Director's written notice to Contractor for failure to meet the requirements of this Agreement as set out in Article III, Section K below.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Department" means the City's Convention and Entertainment Facilities Department or its successor department.

"Director" means the Director of the Convention and Entertainment Facilities Department, or the person he or she designates.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Event Period" means installation, dismantling and show period of a Licensee's event.

"Facility" or **"GRBCC"** means the George R. Brown Convention Center.

"Gross Revenue" or **"Gross Receipts"** means the aggregate amount of gross billing, less taxes and less any billings to the City as specifically provided for herein, for all Utility Services sales rendered, whether collected or uncollected.

"Licensee" means an association, organization, group, company or individual licensing any portion of the Facility.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Utility Services" means labor and material for temporary installation, operation, and removal of electricity, water, compressed air, and gas for exhibits, displays, meeting rooms, and registration as may be needed for a Licensee, its exhibitors, contractors, assignees and other related needs, and is more fully described in Exhibit "A" except as may be impractical to perform given the confines of the Facility.

"Value-Added Services" means Facility and/or equipment enhancements, electrical upgrades, or other items or services Contractor shall provide in order to benefit Facility operations and revenues.

III. DUTIES OF CONTRACTOR

A. License

City hereby grants to Contractor an exclusive license to provide Utility Services (the "License") in the Facility. For and in consideration of the License granted herein, Contractor shall provide all labor, material, equipment and supervision necessary to perform the services described in Exhibit "A" and shall remit all amounts due to the City as specified in Exhibit "B".

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Prompt Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

D. Personnel of the Contractor

Contractor shall replace any of its personnel or subcontractors whose work performance is deemed unsatisfactory by the Director.

E. RELEASE

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

F. INDEMNIFICATION

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

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

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

G. INDEMNIFICATION – SUBCONTRACTOR'S INDEMNITY

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

H. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

I. INDEMNIFICATION PROCEDURES

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

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

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

(2) Defense of Claims

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

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

J. INSURANCE

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

- (1) Minimum Insurance Requirements. Contractor shall maintain the following insurance coverage in the following amounts:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence

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

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers' Compensation, and Employer's Liability, must name the City as Additional Insured on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. CONTRACTOR SHALL GIVE 30 DAYS' WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELLED, MATERIALLY CHANGED OR NON-RENEWED. Within the 30 day period,

Contractor shall provide other suitable policies in lieu of those about to be cancelled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (a) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (b) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director upon request.
- (11) Proof of Insurance.
- (a) Prior to execution of this Agreement, Contractor shall furnish the Director with certificates of insurance. If requested by Director, Contractor shall provide an Affidavit confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
 - (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
 - (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

K. WARRANTIES

1. Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods it furnishes, Contractor warrants:

- (a) that all items are free of defects in title, design, material, and workmanship,
- (b) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (c) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (d) that no item or its use infringes any patent, copyright, or proprietary right.

Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.

- (2)
 - (a) Contractor warrants that all services it performs under this Agreement will, at the time of Acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.
 - (b) The Director will give written notice of any defect or nonconformance to Contractor within one year from the date of Acceptance by the City. In the written notice, the Director will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that the City does not require Correction of services identified in the written notice.
 - (c) In the event the Director requires Contractor to Correct services already provided to City, then, Contractor shall do so at no cost to City and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the Director, then, the Director may have a third-party vendor correct or replace services initially

performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.

- (d) The Director has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not Acceptable by the Director under this Agreement.

L. LICENSES AND PERMITS

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

M. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

N. COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in [Exhibit "F."](#)

O. M/WBE COMPLIANCE

Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **12%** of the Gross Revenues less amounts payable to the City by Contractor, payroll costs and overhead costs, to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the terms set out in Exhibit "E." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

P. PERFORMANCE BOND

Contractor shall furnish a performance bond or a clean irrevocable Letter of Credit for **\$100,000.00**, renewable each year of the Agreement Term including extension terms, conditioned on Contractor's full and timely performance of the Agreement. The bond must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. Any clean irrevocable Letter of Credit must be in a form approved by the City Attorney. The surety must be listed on the current list of accepted sureties

on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list. If the City receives notice that the Performance Bond is cancelled, then the City may not make a claim against the surety for failure to renew the Performance Bond, so long as the Contractor is performing all aspects of this Agreement without default, or for Contractor's default in not obtaining a new Performance Bond, but the City may terminate the Contractor under this Agreement for default for its failure to provide a replacement bond.

Q. DRUG ABUSE DETECTION AND DETERRENCE

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit "D"**—Attachment "A," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit "D"**—Attachment "B."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement or on completion of this Agreement if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to **Exhibit "D"**—Attachment "C." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

R. SUBMITTAL OF A RATE SCHEDULE

1. Contractor shall implement its "Best and Final" rate schedule at the Facility, dated _____, as on file in the Director's office, for at least one year following commencement of this Agreement for Utility Services to be charged Licensees and exhibitors

using these services. These rates initially are designed in accordance with the average standard rates (and shall never exceed by more than ten percent of the highest standard rate) charged for similar services in the Houston Reliant Center, the Dallas Convention Center, the New Orleans Convention Center, or the Georgia World Congress Center. The Director shall resolve any disagreement regarding Utility Services pricing, and the decision of the Director shall be final. Future revisions to the rate schedule require the Director's pre-approval.

2. In determining standard electrical rates, charges shall include the cost of bringing the power into the booth and connecting to a single terminal location, provided the equipment has the proper plugs, caps, or terminals to conform to incoming cable lines. The rate schedule shall include other anticipated services not mentioned above, such as electrical sign hanging, and liquid pumping units.

3. Any additional work required in the booth area and not included in the rate schedule shall be charged on the basis of prevailing material prices and labor at a rate mutually agreed upon by Contractor and the Director.

4. Special power rates will apply to all concerts and galas in the Facility, as approved by the Director.

S. REPAIRS TO FACILITY

The Contractor hereby represents that before entering into this Agreement it has inspected the Facility and accepts the Facility made available by the City in its present condition. However, if any repairs are needed (other than Special Services addressed hereinafter), which the City desires the Contractor to make, such repairs shall be made at the expense of the City and only upon the Director's approval.

T. GRAPHICS AND SIGNAGE

All graphics and signage identifying the Contractor anywhere in the Facility must be approved in writing by the Director prior to installation. The Contractor shall comply with all rules promulgated by the Director and the City's sign Ordinances regarding the placement of signs in the Facility.

U. MAINTENANCE AND REPAIR

At the Contractor's sole cost and expense, the Contractor shall promptly repair all damage to the exhibit area(s) or other City property at the Facility caused by the Contractor, its employees, agents, or subcontractors. Any such repair shall be made to the reasonable satisfaction of the Director.

If the Contractor fails to perform the maintenance and repair specified in this Section, after reasonable notice with respect thereto from the City to Contractor, the City may perform the needed maintenance or repair and charge the Contractor the City's cost plus 15%.

V. QUALITY OF OPERATION

All services and goods provided by the Contractor shall be of a quality consistent with the quality for such services generally provided across the United States and shall conform in all

respects to Federal, State and City laws, ordinances, rules and regulations, specifically including but not limited to, Facility regulations promulgated by the Director.

IV. DUTIES OF CITY

The City shall perform those duties specified for the City, as set out in **Exhibit "A"** of this Agreement.

A. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's statements to the City must not contain assessments of any of these taxes unless required by law. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

B. Disputed Payments

If the City disputes any items in a statement Contractor submits for any reason, including lack of supporting documentation, the Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled statement.

C. Additions and Deletions

The Director, by means of a written authorization to Contractor, may add or delete Facilities from this Agreement and any items or services provided by Contractor that are reasonably related to the scope of this Agreement. Written notification of the added or deleted Facilities, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein.

V. PAYMENT

In consideration for the License granted hereunder, Contractor shall pay to the City those amounts as described in Exhibit "B" attached hereto. Additionally, Contractor shall comply with the reporting and records requirements set forth in Exhibits "A" and "B."

VI. TERM AND TERMINATION

A. Contract Term

This Agreement is effective at 12:01 a.m. _____, 2010 and remains in effect for two years (the "Initial Term"), unless sooner terminated as provided for in this Agreement.

B. Renewals

If the Director sends written notice of renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, or a Renewal Term, as applicable, this Agreement will be renewed for an additional one-year term (a "Renewal Term") upon the same terms and conditions, but not to exceed three such one-year Renewal Terms.

C. Time Extensions

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her 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 Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

D. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Within 30 days after the termination, Contractor shall pay to the City all remaining amounts due under **Exhibit "B."**

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE. SHOULD THE CITY TERMINATE THIS AGREEMENT FOR CONVENIENCE, CONTRACTOR SHALL BE PAID FOR ANY AND ALL VALUE ADDED ENHANCEMENTS REFERENCED IN THIS AGREEMENT THAT HAVE BEEN PAID FOR BY CONTRACTOR, BUT NOT YET DEDUCTED FROM GROSS REVENUES, BY DEDUCTING SUCH AMOUNT FROM THE REVENUES OTHERWISE OWED TO THE CITY.

E. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) A receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date,

then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

F. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

G. Removal of Property

1. Upon the expiration or termination of this Agreement, the Contractor shall remove all its temporary property from the Facility within ten working days of the expiration or termination. If Contractor fails to remove its property from the Facility within this time, City may remove same at Contractor's expense without being liable for damages for such removal. If Contractor is indebted to the City, the City shall have a right to sell such property at public or private auction (with reasonable notice to Contractor) and retain any or all sums recovered from such sales which are then due the City under the terms of the Agreement and pay any balance to Contractor.

2. At the end of the Agreement Term or any Renewal Term, the Contractor shall remove all of its property from the Facility pursuant to Section (1) above, and deliver possession of the Facility peaceably to the City. Contractor shall remove all of its improvements that are not fixtures and restore the Facility to its original condition less reasonable wear and tear. Unless an extension of time is authorized in writing by the Director, Contractor shall completely vacate the Facility in accordance with the provisions of this Section by midnight on the tenth working day after the last day of the Agreement Term or any Renewal Term.

VII. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including

but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. An event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra payment.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that an event of Force Majeure directly impacting the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 60 days from the date performance is affected, the Director may terminate this Agreement by giving seven days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions,

covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may have the right to perform, or have performed, (i) audits of Contractor's books and records, and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this

purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

O. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

P. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. The City shall have the right and option to assign this Agreement in its sole discretion to any successor entity to the Department by providing Contractor with written notice of such assignment. This Agreement does not create any personal liability on the part of any officer or agent of the City.

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under §9.318(c) of the Texas Business & Commerce Code. In the case of such an assignment, under Section 9.102 of the Code, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

R. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

S. Contractor Debt

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, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

T. Pay or Play

The requirements and terms of the City of Houston Pay or Play program as set out in Executive Order 1-7, as amended, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as amended, and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall complete and submit to the Director the POP-2 form attached in Exhibit XII prior to execution of this Agreement.

U. Publicity

Contractor shall make no public announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

EXHIBIT A

LICENSE AND SCOPE OF SERVICES

[Note: The term “Contractor” means the selected Proposer.]

1.0 Scope of Service

Contractor shall provide all labor, materials, equipment, and services necessary for the provision of Utility Services in the Facility.

2.0 Labor

2.1 Contractor shall provide licensed electricians, plumbers, and other craft workers as needed to professionally and successfully provide Utility Services.

2.2 Contractor shall require all its personnel to wear uniforms at the Contractor's expense and carry photo identification badges. The City will provide identification badges but Contractor will be responsible for the cost of replacing lost badges, at the prevailing replacement cost for lost badges (\$10 per badge as of April, 2010). Additionally, Contractor must provide ESCA-WIS (Exhibitor Service Contract Association Worker Identification System) badges for all full-time and temporary employees, who must wear the badges. All uniform shirts and jackets must have the GRBCC logo affixed to them. Uniforms and badges must be approved by Director prior to being used. Employees shall be clean, courteous, efficient, and neat in appearance at all times.

2.3 All personnel are required to be properly trained in the operation of the Facility and shall adhere to the Facility Rules and Regulations without exception. The City will deliver to Contractor a copy of such rules and regulations and any amendments thereto.

2.4 At all times during the Agreement Term and any Renewal Term, Contractor shall employ an active, qualified, competent, and experienced manager or supervisor ("Project Manager") who will be in the Facility office daily, available to supervise the operations and to represent and act for Contractor in matters pertaining to day-to-day operations under this Agreement. The Project Manager shall be dedicated solely to the services required by this Agreement and shall not work at any of Contractor's other project locations unless otherwise approved by the Director. Any change of Project Manager is subject to the prior written approval of the Director.

2.5 A Master Electrician with a valid State of Texas Master Electrician's license must be on site each business day. All other electricians employed by the Contractor must have a valid State of Texas Journeyman's License. Any electrician apprentices used must have a valid State of Texas Apprentice Electrical License. The Contractor shall staff the Facility at all times during normal business hours. At the discretion of Facility Management, electricians may be requested to be on site prior to their normal work schedule due to event based activity in the building, and Contractor shall accommodate such requests. Contractor shall advise the Director in writing as to the identity and 24-hour telephone number of its manager in charge of and on 24-hour call for Facility operations before the commencement of its operations under this Agreement. Contractor shall provide prior written notice to the Director concerning any change of this information.

- 2.6 All plumbers employed by Contractor shall have a valid State of Texas Journeyman Plumber's License. Any plumbing apprentices employed must possess a valid State of Texas Plumbing Apprentice License and work under the direction of a Journeyman Plumber.
- 2.7 Contractor must submit its safety policy and program, which is subject to Director's approval. Contractor must ensure that the facilities and equipment will be used in a safe manner, creating no hazards or safety violations.
- 2.8 Contractor is responsible for all actions of its full-time, part time, or temporary personnel, invitees, and guests, including subcontractors.

3.0 Criminal Background Check

At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time deemed necessary by the Director throughout the term of the Agreement. Failure to strictly comply with this requirement is grounds for immediate termination of the Contract.

The Contractor shall be responsible for all costs associated with the background checks.

Additionally, all of Contractor's employees and subcontractor employees must:

- a. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;
- b. Not have been convicted in any jurisdiction of a Class A misdemeanor during the last ten years;
- c. Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;
- d. Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
- e. Not be required to register in this or any other state as a sex offender;
- f. Have no outstanding warrants;
- g. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
- h. Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any employee or applicant

testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility;

- i. Not have been discharged from the armed services of the United States under other than honorable conditions;
- j. Be skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. All personnel must be skilled in establishing and maintaining effective working relationships with City employees and the general public.

The City reserves the right to conduct additional background checks as deemed advisable for special events.

4.0 Equipment

- 4.1 Contractor will purchase, build, or otherwise obtain, high quality equipment necessary to satisfy these specifications including but not limited to, electrical wire, receptacles, floodlights, rubber hoses, pumps, faucets, attachments, portable transformers and generators, electrical distribution panels, platform trucks, personnel carts, air hoses, and water hoses.
- 4.2 Only with the Director's prior written approval, and at Contractor's sole cost and expense, the Contractor may be required to construct or install non-removable fixtures or permanent improvements within the Facility. All such fixtures and improvements shall in all respects conform to and comply with all applicable statutes, ordinances, rules and regulations of the City. Title to all non-removable fixtures and permanent improvements shall vest in the City upon the termination or expiration of the Agreement.
- 4.3 Contractor will be provided lockable office space and equipment storage space within the Facility, at no expense to Contractor. However, space is limited and Director has final determination of space allocations. A drawing of the storage space that will be made available to the Contractor is attached as Exhibit "I." Additionally, there are some small closet and storeroom areas throughout the building that may be used for storage.
- 4.4 Contractor will be provided parking for full-time and part-time staff as necessary, at no expense to the Contractor.
- 4.5 Contractor shall have a sufficient number (as determined by the Director) of radios, cell phones, and telephones to communicate with the Facility staff and clients. Contractor shall pay for its own telephone bills and office supplies. Contractor's radio frequencies must be compatible with the Facility's radio frequencies.
- 4.6 Contractor, by the commencement date of this Agreement, must have on hand equipment as described above in a quantity to satisfy a minimum of 2,500 (10'x10') booths, and provide services for events such as, but not limited to, Heli Expo, Wind Energy, American Welding Society, SME Machine and Tool Shows, and Pool and Spa Shows. Events are held in all exhibit halls, meeting rooms, ballrooms, the General Assembly Hall, parking lots, Registration areas, and in such other areas as may be directed by the Director in the Facility.
- 4.7 Contractor shall maintain its storage area and work area in a clean, safe and orderly fashion.

4.8 Contractor shall supply furniture and supplies for its own office/storage area as per its own requirements and per the approval of the Director. Title to all furniture, furnishings, computers, removable fixtures and supplies purchased or supplied by Contractor pertaining to the providing of Utility Services shall remain the property of the Contractor. However, any data pertaining to the Agreement, the GRBCC, or the Licensees or exhibitors, which is contained in Contractor owned computers shall belong to the City and shall be transferred by the Contractor to the City on a monthly basis on DVD, along with the revenue share report in the form specified by the Director.

4.9 Contractor's detailed equipment listing for and in support of Facility operations is attached as Exhibit "C."

5.0 Services

5.1 Contractor will be required to provide Utility Services to all Licensees and their exhibitors as they appropriately request it.

5.2 Contractor shall provide Licensee and/or exhibitor order forms and will manage, at Contractor's expense, the system by which the orders are presented to Licensees and their exhibitors, and how these forms are obtained, serviced and billed. Director must give approval of this system before and during its implementation.

5.3 Contractor will professionally staff a "service desk" with knowledgeable personnel during all Facility Event Periods at times designated by Licensee without any additional charges.

5.4 Contractor will police all Licensee and exhibitor installations during the Event Period to ensure there are no unsafe or hazardous connections made by Contractor, Licensees, or exhibitors. If such connections are noticed, Contractor will be responsible for resolving the unsafe situation with the assistance of Facility staff if necessary.

5.5 Contractor will immediately remove all temporary equipment following its disconnection at the conclusion of each Event Period.

5.6 Contractor shall keep all such records as will enable the City as well as the Contractor to ascertain and determine, accurately and clearly, the amount of money payable to the City hereunder. These records shall be available for inspection at any time during regular business hours.

5.7 The Contractor shall provide the Director with a description of the Contractor's cash and sales record system. The Contractor's event records shall record each and every transaction, and shall be accessible to, and subject to, periodic audit by City representatives.

5.8 Contractor shall be responsible for maintaining and repairing utility boxes and temporary disconnect panels throughout the Facility. This includes, but is not limited to, the monitoring of utility box covers, elimination of debris caused by Contractor's staff, and the repair or replacements of problems or damages such as blown fuses, defective or inoperable valves, broken terminal blocks, etc., (excludes replacement of lost or damaged exhibit hall floor box cover plates and the repair of compartment D - communications).

5.9 Service Enhancement Plan

Upon request from the Director, annually or less frequently, Contractor shall provide a Service Enhancement Plan, a detailed summary of specific steps and actions to improve service levels and/or reduce expenses associated with delivering Utility Services. Contractor's strategies for eliminating any current, inefficient processes must be included within the Service Enhancement Plan, along with proposed plans to assist the City with implementing enhanced services.

6.0 Customer Service and Marketing

- 6.1 Contractor has provided an operations and marketing plan in its proposal, on file in the Director's office, for the Director's approval. Changes or additions to the plan will be subject to the Director's approval, which will not be unreasonably withheld. Contractor shall include telemarketing personnel in its staff to ensure a high level of Licensee and exhibitor purchases of Utility Services. The marketing staff should work in conjunction with Facility management and its marketing staff to secure new business at the Facility. Contractor's marketing and customer service personnel shall:
- 6.2 Provide utility Contracts to the decorators and show management companies for distribution in exhibitor kits. Any collateral marketing materials must be approved in advance by the Director.
- 6.3 Attend all pre-conference meetings.
- 6.4 Telemarket electrical services available to Licensees and exhibitors.
- 6.5 Process all orders received and provide confirmation letters/invoices to each customer to ensure that they receive the service they require.
- 6.6 Provide service desk personnel at all required events.
- 6.7 Schedule staff as required to meet fluctuating hours of the event schedules.
- 6.8 Maintain a website that services customer orders on-line. Also maintain a link to the Facility's website. The website content, including branding, is subject to the Director's prior approval.
- 6.9 Be available by main telephone, to be answered 24 hours per day, with key personnel accessible at all times.
- 6.10 Exhibitor and Licensee information such as exhibitor lists must be kept confidential.
- 6.11 There may also be a joint sales effort, at the Director's discretion, whereby the City and the Contractor may reduce their costs to allow special pricing for a national convention, industry related events that may assist the convention center to promote the City, such as but not limited to: IAAM, IEE, PCMA, MPI, or major sporting events, based on the event's economic impact on the City. Such price reductions would be derived by the City waiving all or a portion of its commission from the Contractor, at which time the Contractor would provide its services at cost. All marketing materials must be approved by the Director in advance.

6.12 **Branding**

The selected Contractor shall not use any company brand logos on collateral marketing materials, printed documents, order forms, websites, badges, or uniforms. The selected Contractor shall use the GRBCC logo. In addition, Contractor shall not share any of the data collected from Licensees or exhibitors with any other companies, including parent companies or other affiliated companies, nor shall Contractor solicit business for or on behalf of other companies to provide services in the Facility.

7.0 **Special Services**

7.1 **Special Services Fund.** On occasion, the City may require that an electrical work order or projects be performed. Contractor shall provide such services through use of a Special Services Fund. The Fund will be an accrual account that will accrue at the rate of 2% of the total Gross Revenues that Contractor collects per month. The Gross Revenues collected in the Special Services Fund is in addition to the Revenue Share that Contractor shall pay to the City every month.

The Special Services Fund can be used at the Director's discretion for special repairs, improvements, or to cover the costs of electrical needs. Any charges against the account will be levied at the Contractor's actual cost. Contractor shall be responsible for providing a monthly report tracking usage of the Fund. At the expiration or termination of this Agreement, any funds remaining in the Special Services Fund will belong to the City.

Contractor shall provide such services based on the following:

- a. The work order has a reasonable time frame for completion.
- b. Contractor shall charge its labor and materials against the Special Services Fund at cost for Special Services requests. If Contractor's work force is already on duty, Contractor shall not charge the Facility for work performed by its in-house staff. Such work shall not interfere with Contractor's services to Licensees and exhibitors, staffing levels, work hours, or other work in the Facility.
- c. Contractor shall provide engineering expertise for such projects at no charge to the City.
- d. At no cost for Utility Services, the City shall pay for materials provided to the City.
- e. Contractor shall provide emergency utility repair service to the Facility if this service is required or requested in writing by the Director. *Emergency* is defined as a threat to the health, safety, and welfare of individuals.

7.2 Special Projects. With the Director's prior written approval, Contractor will complete projects ("Special Projects") using full-time labor during off-peak times during the Agreement Term and the Renewal Terms. The Contractor will not charge the City for \$_____ of the labor cost of the Special Projects. **[Proposer to propose amount.]** Contractor will use its full-time employees including, without limitation, electricians, for the labor cost of the Special Projects. The materials and supplies for the Special Projects will be charged to the Special Services Fund at cost [or at no cost, if that is what is proposed]. Projects may be added or deleted at the Director's discretion.

7.3 Complimentary Utility Services

Upon request from the Director, Contractor shall provide complimentary Utility Services for selected events over the term of the Agreement, valued at \$_____ per Agreement Year (not to exceed \$_____ over the entire term of the Agreement, including the Renewal Terms). [The amounts should be proposed.] Complimentary Services are for services rendered to show management and/or exhibitors only and the rates shall be based on Contractor's proposed pricing structure. This is in addition to the \$_____ in labor costs for Special Projects as described in Section F (2) above. The complimentary services should be shown on Contractor's monthly statements to the City.

7.4 Value-Added Services

To benefit Facility operations and revenues, Contractor shall provide the following Value-Added Services:

[To be included in Proposal.]

7.5 Increased Marketing Efforts

Contractor shall provide \$_____ per Agreement year, not to exceed \$_____ over the entire term of the Agreement including renewal terms, for increased marketing efforts and/or additions to its marketing staff for the Facility.

8.0 Special Service Authorization

8.1 At any time during the Agreement Term, the Director may issue a Special Service Authorization ("SSA") referred to and synonymous with "Add Notice" or "Drop Notice," to increase, decrease, change, or clarify the scope of work set forth herein. Contractor shall perform under a SSA with all terms and conditions of this Agreement. Should a conflict arise between the terms and conditions of a SSA and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

8.2 To be effective, the SSA prepared by the Director will be in substantially the following form:

SPECIAL SERVICE AUTHORIZATION

To: (Name of Contractor [the "Contractor"])
From: City of Houston, Texas (the "City")
Date: (Effective date of SSA)
Subject: SSA pursuant to Contract No. _____
("Contract") for _____
between the City and Contractor effective on (Effective Date)

"Subject to all terms and conditions of the Agreement, and the conditions and requirements set forth herein, the City requests:

(Description of the increase, decrease, change or refinement to the scope of services and the corresponding adjustment, if any, to the City's Revenue Share.)

Signed: (Signature of Director)

8.3 Fees paid for such additional work shall be at the unit prices set forth herein or for work for which no special rates are specified, at a rate agreed to by the parties.

8.4 More than one SSA may be given, subject to the following limitations:

- a. Any Special Services Authorization is subject to the provisions of this Agreement. Special Services requiring additional work not described in this Agreement shall be charged against the Applicable Percentage of Gross Receipts otherwise due to the City.
- b. Any SSA which purports to describe an increase in work to be performed by Contractor but which in fact describes work already required to be performed by Contractor under the terms of this Agreement shall not entitle Contractor to any additional compensation. If a dispute arises because of an issue of this nature, the parties shall conduct a meeting within five days of the date of the disputed SSA. Failure to request a meeting during this time frame constitutes waiver of any right to protect the terms of the SSA in this regard. Failing a resolution to the issue at the meeting, a mediator will be hired by both parties (subject to an allocation of sufficient funds by the Director), the cost of which to be evenly divided between the parties. The decision reached by the mediator relating to the issue of whether the work is already required under this Agreement or whether it is additional work shall be final. Upon this determination, the Director may elect to withdraw the SSA with no additional credit or obligation to Contractor or may proceed with the SSA.

8.5 Contractor shall provide all labor, materials, tools, insurance, and incidentals necessary to perform under a SSA. Special Services work, if any, shall be completed within the time prescribed in the particular SSA; however, if no time for completion is prescribed, such work shall be completed within a reasonable time. If the work described in a SSA causes an unavoidable delay in any other work the Contractor is required to perform under this Agreement, Contractor shall be entitled to request a time extension for the completion of any such work. The Director, in his or her sole discretion, shall have the absolute right to grant or deny such a request. Contractor shall not be entitled to damages for such delay.

9.0 Phase-In Services

Contractor must be prepared to accomplish a smooth and successful transition of utility services and will have a phase-in period of up to 30 days prior to the start of the Agreement. Contractor's phase-in period shall begin upon receipt of a start phase-in notice from the Director (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last until the commencement date of the Agreement. The incumbent contractor shall be responsible for performing the duties and services listed in its contract during the phase-in period.

During the phase-in period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the incumbent's utility services. Contractor may use this phase-in period to recruit and transfer personnel, train personnel, arrange for badging, establish procedures, set up records, ensure adequate equipment is in place, and otherwise prepare for the assumption of control without disruption of operations. Contractor shall have no responsibilities for providing utility services during the phase-in period. The phase-in period will end at the beginning of the Agreement Term, at which time Contractor shall assume full responsibility for providing utility services.

10.0 Phase-Out Services

Contractor recognizes that the services provided by the Agreement are vital to the City's efforts to provide convenient Utility Services; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need Phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

Accordingly, Contractor shall be required to provide Phase-out services for up to 30 days prior to Agreement expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, eight hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during its Phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

EXHIBIT "B"
CONCESSION PAYMENTS

***Note: Blanks appearing below will be completed in the final Agreement.**

A. Compensation to City

1. In consideration of the rights and benefits conferred upon Contractor in this Agreement, Contractor shall pay to the City, in the manner described below, the Applicable Percentage for all Utility Services provided each month during the Agreement Term and any Renewal Term. [The Applicable Percentage will be inserted here, in the final Agreement.]

2. On or before the 20th day of each month that the Agreement is in effect, Contractor shall submit to the City a detailed statement showing all Gross Receipts attributable to the preceding calendar month. Such report shall be submitted on forms approved by the Director and shall be accompanied by payment to the City of an amount equal to the Applicable Percentage for the preceding month.

3. In any Agreement Year, including Renewal Terms, Contractor shall base its monthly payments to the City on the Applicable Percentage corresponding to the total Annual Gross Revenues accumulated over the preceding months of that Agreement Year. If, at the end of any Agreement Year, including Renewal Terms, there is a disparity between the Applicable Percentage paid to the City and what should have been paid, based on the Annual Gross Revenues parameters outlined above, Contractor shall calculate and remit to the City the difference within 30 days following the end of that Agreement Year.

4. In the event the Agreement Term does not coincide with whole calendar months, payments due to the City for any fractional portion of a month shall be the pro rata Applicable Percentage of the Gross Receipts for the particular fraction of a month.

5. Any payment owed to the City remaining past due for a period of 30 days or more shall bear interest at the lesser of 18% or the highest rate allowed by law from the date the payment was due.

6. Failure to make payment as required by this Section is a material breach of this Agreement and the City shall have the right to terminate this Agreement upon ten days written notice to Contractor with opportunity to cure.

7. Contractor should account for the Special Services Fund, Special Projects, and Complimentary Services for Special Events in its monthly statement to City.

B. Reports and Records

1. The Contractor shall, on or before October 31 of each year during the Agreement Term or any Renewal Term, submit to the City a certified public accountant's statement showing Gross Receipts during the City's most recently ended fiscal year, which runs from July 1 to June 30, or, if for a partial year, that part of the applicable fiscal year during which this Agreement was in effect, to be used to confirm that payments were properly reported, collected, and remitted to the City. The statement shall be prepared in accordance with generally accepted accounting principles without exceptions. In the event that the Contractor has made an erroneous payment, that amount shall be debited from, or credited to the Contractor's account to be added to, or applied against, one or more of the next succeeding monthly payments as

approved by the Director. In no event shall the City be liable for interest if there has been an overpayment by the Contractor.

2. The Contractor shall provide any financial or statistical reports that the Director may reasonably request by written notice.

3. Contractor shall ensure that a duplicate service invoice, serially numbered, is issued for each service provided to a Licensee or exhibitor at the Facility, whether for cash or credit, without regard to whether paid or not. In the alternative, Contractor may document each transaction in a manner approved in writing by the Director. In addition, at all times during the Agreement Term and any Renewal Term, and for three years after the expiration or termination of this Agreement or until all claims of the City for payments hereunder shall have been fully ascertained, fixed and paid, whichever is later, the Contractor shall make available, at a location within the City of Houston, Texas, in accordance with generally accepted accounting principles, if applicable, separate and accurate daily records of Gross Receipts as herein defined, showing in detail all business done or transacted in, on, about, from, or pertaining to, the Facility. The Contractor shall maintain records for inspection or auditing purposes, and all entries in any records or books shall be made at or about the time the transaction respectively occurs. The Contractor shall make available to the City all such records or books including the duplicate service invoices or approved alternative required above, so that the City may audit the records to determine the amount of money payable to City hereunder and the rates being charged to Licensees and exhibitors, and the Contractor shall permit City to inspect or audit such records or books at any time during regular business hours upon reasonable advance notice.

4. Upon written notice any time during the Agreement Term or any Renewal Term or within three years after the expiration or termination of this Agreement, representatives of the City may cause, without initial cost to Contractor, an inspection and audit to be made of the books and records of Contractor relating to its operations. Such audit shall be made to determine the correctness of the computation of fees paid and reported in the annual statements for the preceding year or years.

If, as a result of such inspection and audit, it is established that additional fees are due the City, the Contractor shall, upon written notice from the City, pay such additional fees plus a five percent late charge within 30 days of such written notice. If the audit reveals a difference of more than five percent between Gross Receipts reported by Contractor and Gross Receipts as determined by the audit, the cost of the audit shall be borne by Contractor.

EXHIBIT "C"
CONTRACTOR PROVIDED EQUIPMENT

The following example of an equipment inventory is from the expiring Contract. Proposers should provide a copy of their own equipment inventory with their Proposals.

The Contractor must keep a sufficient quantity of necessary tools on hand to perform Utility Services concurrently at all locations requiring services (the ballroom, general assembly room, and all seven Exhibit Halls).

Equipment Inventory	
Equipment Item(s)	Minimum Quantity
<i>Electrical Material</i>	
Transformers	
75 KVA Show Ready	12
75 KVA Show Ready w/ Cam Locks	4
150 KVA Show Ready	8
150 KVA Show Ready/ w Cam Locks	4
300 KVA Show Ready	1
45 KVA Show Ready	1
225 KVA Show Ready	2
75 KVA Show Ready (Isolated) w/ Cam Locks	4
150 KVA Show Ready (Isolated) w/ Cam Locks	2
112.5 KVS Show Ready	1
Distribution Panels	
Ericson W/ (4) L21-20 (UL Approved)	150
100 Amp Disconnect (w/ 100 Amp Pin & Sleeve)	20
Buss Switches (Show Ready)	
100 Amp Square D	34
200 Amp Square D	34
400 Amp Square D	4
100 Amp Siemens	24
200 Amp Siemens	34
400 Amp Siemens	4
Branch Circuit Services	
Portable Outlet Strings 60' U/L Approved	500
Portable Outlet Strings 30' U/L Approved	250
Quad 5-Wire	300

Extension Cords (25 feet)	750
Extension Cords (50 feet)	100
Extension Cords (100 feet)	50
12/5 Round Extensions	50
12/5 Flat Extension (various lengths)	175
Power Strips	500
Tri Taps	500
Disconnects (Show Ready)	
60 Amp 600 Volt	23
30 Amp 600 Volt	24
600 Amp 600 Volt	3
200 Amp 600 Volt	5
60 Amp 250 Volt	10

Lighting	
Flood Light Stands (Show Ready)	850
Flood Light Bases	900
150 Watt R40	1000
300 Watt R40	1200
Wire (Per Foot)	
12/5 Flat	1500
6/5 Flat	1000
12/5 SO Cord	5000
10/5 SO Cord	7200
8/5 SO Cord	4000
6/5 Tray Cable	4000
#2 SE Cable	6500
4/0 SE Cable	8500
Breakers	
Various Amperages	
Miscellaneous Material	
(lugs, cord caps, streamer repair eq., etc.)	
Plumbing Material	
Hoses	
Drain	500
Potable	500
Air 3/8"	500

Air 1/2"	500
Gas	500
Fittings	
Air, Gas, Water	Various
Water Heater	8
Sinks	8
Grease Traps	6
Regulators	
Gas	10
Air	10

The following attachments to the RFP will be exhibits in the final Agreement:

- D. Drug Policy Compliance Agreement (Attachment VI to RFP)
- E. Certification of No Safety Impact Positions (Attachment VI to RFP)
- F. Drug Policy Compliance Declaration (Attachment VI to RFP)
- G. M/WBE Subcontract Terms (Attachment I, Form C of RFP)

EXHIBIT "H"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

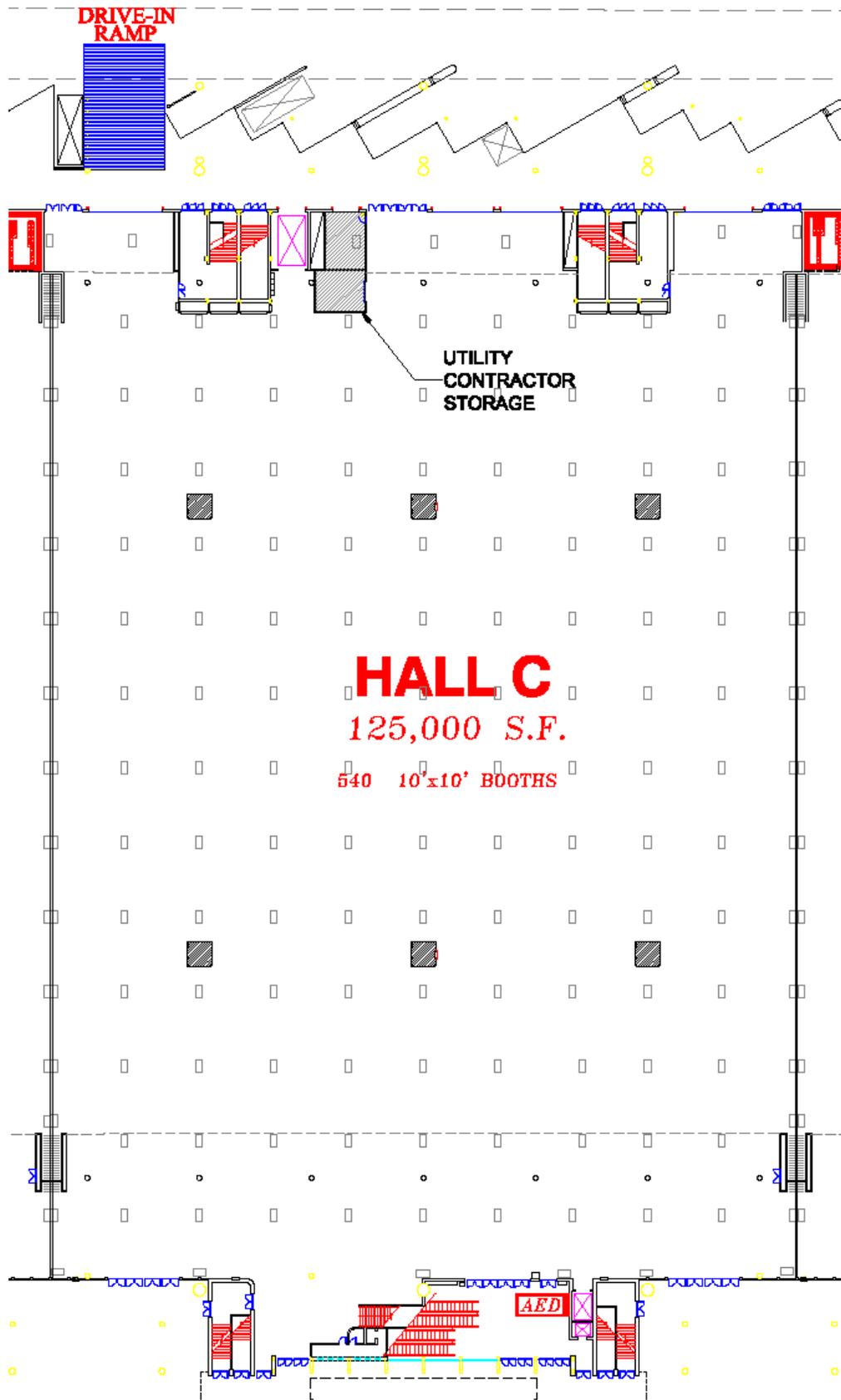
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT I
EQUIPMENT STORAGE SPACE



ATTACHMENT XII

PAY OR PLAY FORMS

**Note: Additional Pay or Play information and forms can be found at
<http://www.houstontx.gov/aacc/popforms.html>**



City of Houston
Affirmative Action and Contract Compliance

_Form POP-1
7.1.07

Pay or Play
Program Requirements

Pay or Play Program Elements

Purpose

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

Program Elements

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

Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the bid/proposal.
 - 1. Notice to Prospective City Contractors (Form POP-1A) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

- B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of successful proposer status:
 - 1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note - Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
 - 2. List of Participating Subcontractors (Form POP-3)
 - 3. If applicable, Contractor/Subcontractor Waiver Request (Form POP-4)

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

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

Compliance and Enforcement

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



**CITY OF HOUSTON
Pay or Play Program
Acknowledgement Form**

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

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

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

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

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-mail Address



**CERTIFICATION OF AGREEMENT TO
 COMPLY WITH PAY OR PLAY PROGRAM**

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

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.
- Yes No Contractor agrees to offer health benefits to each covered employee and ensure compliance by the covered subcontractors. The offered health benefits must meet the following criteria:
 - (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 - (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.
- Yes No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
- Yes No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.
- Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
- Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

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

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

 CONTRACTOR (Signature) DATE

 NAME AND TITLE (Print or type)



City of Houston
Pay or Play (POP) Program Employee Waiver Request

POP-8

Contractor Name: () Contractor () Sub-Contractor. Vendor No.:

Contract # & Description: Contracting Dept

We, hereby submit POP program waiver request for the following employee. The employee was offered health benefits as per POP policy and extended all reasonable help to make him/her understand advantages of having health benefits. However, after due consideration the subject employee elected not to accept the offer with his/her own free will without any coercion. The notarized affidavit of the employee is appended below for your consideration.

Contractor Representative & Title

Signature & Date

EMPLOYEE AFFIDAVIT

I, hereby request exemption from City of Houston's Pay or Play policy due to following: (Check the appropriate box.)

- I am less than 18 years old.
I have other health coverage (e.g. through spouse/parents).
I have my coverage through Medicare/Medicaid (proof will be required)
Others (Please give other reasons):

The cost of health benefits offered to me was:

- 1. My Contribution (Employee) \$ per pay check OR per month (please check the appropriate period).
2. Employer's Contribution (Contractor) \$ per pay check OR per month (please check the appropriate period)

Employee Name

Employee Signature

Note: If you need more information, please call Affirmative Action of City of Houston at 713-837-9028

NOTARY PUBLIC

The State of Texas, County of

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this day of, A.D. 20.

Notary Public, State of Texas

My commission expires the day of 20

Important: Please note that this employee exemption is based on good faith. If the above information is found to be incorrect or submitted coercively, the exemption will be cancelled retroactively and will be null and void. In addition, the contractor will have to pay the amounts due towards POP as determined by Affirmative Action and Contract Compliance Department of City of Houston.

ATTACHMENT XIII

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the seventh business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

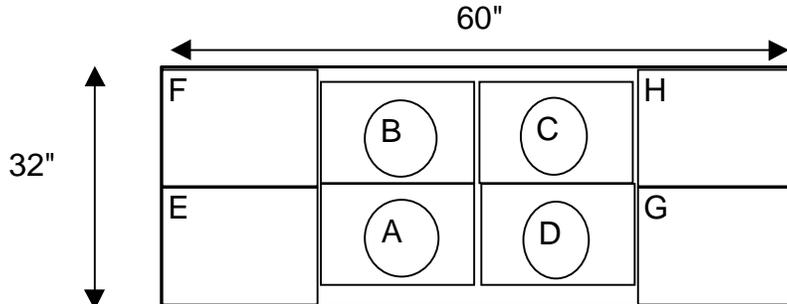
Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

ATTACHMENT XIV

SPECIFICATIONS FOR FLOOR UTILITY BOXES

ATTACHMENT XIV

SPECIFICATIONS FOR FLOOR UTILITY BOXES



<u>COMPARTMENT</u>	<u>DESCRIPTION</u>
A	AIR, WATER, DRAIN
B & F	208V POWER 100/208/3P 5-wire pin & sleeve (100 Amps, 208 Volts, 3 Phase)
C	AUXILIARY POWER 30/208/3P 5-wire (30 Amps, 208 Volts, 3 Phase) L 21 - 20
D	COMMUNICATION LINES
G	2 - 2" open conduit
H	3 1/2" open conduit

SPECIFICATIONS FOR BUSS DUCTS

Plug-In Buss Duct	1200 Amps Square D - I Line 480 Volt- Ex. Halls B-D, B3 1200 Amps Siemens 480 Volt – Ex. Halls A, E, A3
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ATTACHMENT XV

UTILITY SERVICES EXPERIENCE QUESTIONNAIRE

The following questionnaire should be completed by hand and included with the Proposer's Proposal.

1. How long has Proposer transacted continuous business in Houston?

- _____ 10 years or more
- _____ 5 – 9 years
- _____ Less than 5 years

2. How long has Proposer transacted continuous business in Texas?

- _____ 10 years or more
- _____ 5 – 9 years
- _____ 3 – 4 years
- _____ 0 – 2 years

3. How many convention centers is your company presently serving as an exclusive in-house provider?

- _____ 4 or more
- _____ 1 - 3
- _____ 0

4. How many hotel facilities are you presently serving as an in-house or like contractor?

- _____ 15 or more
- _____ 10 - 14
- _____ 5 - 9
- _____ 0 – 4

5. How many of your national accounts have you serviced for the past three consecutive years?

- _____ 50 or more
- _____ 35 - 49
- _____ 20 - 34
- _____ 10 – 19
- _____ less than 10

6. What will be the value of your equipment inventory for the convention center?

- _____ Over \$5,000,000
- _____ \$1.2 – 1.99 million
- _____ \$.75 – 1.19 million
- _____ \$.25 - .75 million
- _____ less than .25 million

7. How many accounts on the average does your company service a year?

_____ 1,000 or more
_____ 750 - 1,000
_____ 400 - 749
_____ 100 - 399
_____ less than 100

8. What is the largest, by dollar value, single event invoiced by your company in the past three years?

_____ 150,000 or more
_____ 75,000 - 149,000
_____ 35,000 - 74,000
_____ less than 35,000

ATTACHMENT XVI

GRBCC EVENTS SCHEDULE 2010 – 2012

Event Id	In Date	Out Date	Event Name
1004099	4/ 1/2010	4/ 1/2010	Hurricane Workshop Planning Meeting
1004054	4/ 2/2010	4/ 3/2010	Central TX Leadership Training for Christ 2010 Con
1004005	4/ 6/2010	4/13/2010	NAESP 89th Convention & Expo
1004056	4/ 6/2010	4/12/2010	Houston Home Show
1004048	4/10/2010	4/11/2010	National College Recruitment Fair
1004016	4/12/2010	4/17/2010	GHD - 2010 Star of the South
1004036	4/12/2010	4/16/2010	ENTELEC 2010 Conference/Expo
1004052	4/12/2010	4/19/2010	I-SWEEEP 2010
1004086	4/14/2010	4/14/2010	AutoSol's Hospitality
1004050	4/16/2010	4/17/2010	Celebrate! Houston 2010
1004085	4/16/2010	4/17/2010	US Dept. of Labor - OSHA "DOL We Can Help Safety & Health Fair"
1004022	4/20/2010	4/24/2010	2010 TAA Education Conference
1004058	4/22/2010	4/25/2010	4/10 High Caliber Gun & Knife Show
1004059	4/22/2010	4/26/2010	32nd Annual Bargain Book Sale
1004087	4/22/2010	4/23/2010	Confidential Client (WF)
1004055	4/23/2010	4/29/2010	GE Shareholders Meeting
1004069	4/23/2010	4/24/2010	7th Annual Rise & Shine 5K Walk and Run
1004090	4/26/2010	4/27/2010	Coast Guard-Regulated Facility Security Seminar
1004037	4/28/2010	5/ 2/2010	Texas Towman Expo
1004028	4/29/2010	5/ 2/2010	Lonestar Regionals
1004029	4/29/2010	5/ 7/2010	ITSA - 2010 Annual Meeting and Expo
1004053	4/29/2010	5/ 1/2010	Girl Scouts Urban Campout Event
1005075	5/ 4/2010	5/ 5/2010	HFD Communication Senior Captain Exam
1005040	5/ 5/2010	5/ 9/2010	MalicJewels Jewelry & Gift Show
1005038	5/ 7/2010	5/ 7/2010	UTHSC School Nursing 2010 Commencement Exercise
1005061	5/ 7/2010	5/ 8/2010	National CSTEM Challenge
1005085	5/ 9/2010	5/10/2010	2010 Job Fair
1005035	5/10/2010	5/22/2010	ABB Automation & Power World 2010
1005016	5/11/2010	5/11/2010	HISD- Teacher Recognition Banquet
1005069	5/11/2010	5/12/2010	6th Annual 2010 Administrative Professional Conf.
1005078	5/11/2010	5/11/2010	Informex 1-Day Conference
1005042	5/12/2010	5/13/2010	2010 City of Houston Wellness Fair
1005059	5/14/2010	5/16/2010	Houston Black Expo
1005071	5/20/2010	5/24/2010	Italian Style
1005021	5/21/2010	5/27/2010	30th Annual Intl Operating Conference & Trade Show
1005039	5/21/2010	5/23/2010	So. TX College Law Commencement Exercise 2010
1005015	5/27/2010	6/12/2010	Intl. Dairy Deli Bakery Association's Seminar&Expo
1005031	5/27/2010	5/28/2010	HSPVA Commencement
1005047	5/28/2010	5/30/2010	DeBakey & East Early High School Commencement Exercises
1005041	5/29/2010	5/29/2010	UTHSC Commencement Exercise 2010
1006041	6/12/2010	6/12/2010	Houston's Obesity Awareness Summit
1006040	6/13/2010	6/16/2010	PMI 2010 Conference
1006009	6/14/2010	6/18/2010	National Association of Black Accountants - Hilton
1006017	6/15/2010	6/18/2010	National Association of Black Accountants
1006006	6/17/2010	6/26/2010	Natl Baptist Conv USA - Congress of Christian Educ
1006027	6/17/2010	6/20/2010	6/10 High Caliber Gun & Knife Show
1006035	6/17/2010	6/20/2010	TRI-STAR Collectors Show 6/10

Event Id	In Date	Out Date	Event Name
1006037	6/18/2010	6/19/2010	2010 Annual Hurricane Conference
1006016	6/22/2010	6/30/2010	Southwest Food Service Expo 2010
1006034	6/22/2010	6/28/2010	Expo Destinos Latinos/Latin Destinations Expo & Art-Gifts-Design
1008054	6/25/2010	7/ 1/2010	W.W. Grainger 2010 Trade Shows & Seminars
1006044	6/26/2010	6/26/2010	COH Homebuyers' Education Course
1006014	7/ 1/2010	7/ 5/2010	American Telugu Association
1007011	7/ 6/2010	7/19/2010	Lutheran Church Missouri Synod Convention
1007019	7/ 7/2010	7/11/2010	Bridal Extravaganza 7/2010
1001051	7/16/2010	7/24/2010	CCA Global 2010 Summer Convention
1007006	7/21/2010	7/27/2010	IAAM Conference and Trade Show
1007020	7/22/2010	7/25/2010	7/10 High Caliber Gun & Knife Show
1007018	7/26/2010	7/29/2010	Texas Bar Exam
1007003	7/28/2010	8/ 6/2010	76th Annual Conference and Exposition 2010
1007023	7/30/2010	8/ 1/2010	Pakistan Independence Day
1008042	7/30/2010	8/ 3/2010	Houston Area Crusade for Christ
1008003	8/ 4/2010	8/12/2010	National Business Travel Association
1008047	8/12/2010	8/13/2010	The Young At Heart Seniors' Ball
1008008	8/13/2010	8/21/2010	Summer NAPE 2010
1008018	8/16/2010	8/20/2010	WaterJet Technology Association
1008028	8/27/2010	8/29/2010	Janmastami Celebration
1008036	8/27/2010	8/28/2010	Houston Wedding Showcase
1008043	8/27/2010	8/29/2010	The Houston Furniture Arts & Decor Expo
1009030	9/ 2/2010	9/ 5/2010	9/10 High Caliber Gun & Knife Show
1009039	9/ 9/2010	9/11/2010	Islamic Society of Greater Houston-Prayer Service
1009045	9/ 9/2010	9/11/2010	Wanda Roberson Ministries
1009008	9/10/2010	9/16/2010	Assn of Zoo & Aquarium Annual Conference 2010
1009015	9/13/2010	9/20/2010	HADA Fall Antique Show 2010
1009041	9/17/2010	9/18/2010	Ignite, Inc
1009006	9/19/2010	9/27/2010	TASA/TASB Annual Convention 2010
1009036	9/20/2010	9/21/2010	2010 AAPG/SEG Student Expo
1009007	9/27/2010	10/4/2010	United Pentecostal 2010 Annual General Conference
1010022	9/30/2010	10/5/2010	Clinical Cytometry Society Annual Meeting
1009012	10/1/2010	10/8/2010	39th Turbomachinery Symposium and Short Course
1010054	10/1/2010	10/3/2010	Weddings & Quinceaneras Expo 2010
1010041	10/4/2010	10/7/2010	Houston Minority Supplier Development Council EXPO 2010
1010038	10/6/2010	10/10/2010	MalicJewels Gem & Mineral Show
1010020	10/7/2010	10/14/2010	American Chemistry Council
1010046	10/8/2010	10/10/2010	Nav-Ratri 2010 Celebration
1010033	10/9/2010	10/16/2010	Breakbulk Conference and Exhibition
1010019	10/15/2010	10/21/2010	Materials Science & Technology
1010047	10/15/2010	10/17/2010	Nav-Ratri 2010 Celebration
1010048	10/15/2010	10/18/2010	Big Texas Train Show
1010040	10/21/2010	10/25/2010	M/C Communications
1010043	10/21/2010	10/23/2010	Expo Comercio Latino 2010
1010055	10/23/2010	10/24/2010	38th Annual Bike Houston Moonlight Ramble
1010006	10/26/2010	11/1/2010	2010 International Quilt Market
1011005	11/2/2010	11/8/2010	2010 International Quilt Festival

Event Id	In Date	Out Date	Event Name
1011021	11/7/2010	11/13/2010	Science Teachers Association of Texas - 2010 CAST
1011026	11/8/2010	11/10/2010	TX Conference for Women
1011035	11/8/2010	11/9/2010	Night of 100 Stars -American Freedom Awards CelebraAmerican Freedom Awaation
1011027	11/11/2010	11/14/2010	11/10 High Caliber Gun & Knife Show
1011015	11/12/2010	11/19/2010	ASNT Annual Convention & Trade Show
1011025	11/13/2010	11/22/2010	2010 Theta Charity Antiques Show
1011019	11/14/2010	11/20/2010	The Big Tent Conference hosted by Search Institute
1011024	11/22/2010	11/28/2010	51st Annual AutoRama
1012009	11/30/2010	12/5/2010	54th Annual: The Money Show of the Southwest
1012033	11/30/2010	12/1/2010	2010 Tax Planning Seminar
1012025	12/2/2010	12/5/2010	12/10 High Caliber Gun & Knife Show
1012013	12/3/2010	12/5/2010	Asociacion Guadalupeana
1012024	12/3/2010	12/4/2010	Chartered Financial Analyst Exam
1012041	12/3/2010	12/5/2010	Best Practices in Primary Care
1012043	12/5/2010	12/7/2010	TX Society of CPAs - CPE Exposition
1012045	12/7/2010	12/8/2010	Rotary Lombardi Award
1012036	12/10/2010	12/12/2010	Texas Tornados Warm up Tournament
1012017	12/11/2010	12/12/2010	HEB Feast of Sharing
1012034	12/11/2010	12/11/2010	University of Houston Football Banquet
1012031	12/12/2010	12/12/2010	CHEERSPORT Grand Championship
1012038	12/17/2010	12/18/2010	Toys for the Kids 2010
1012032	12/30/2010	1/ 2/2011	1/11 High Caliber Gun & Knife Show
1101033	1/ 5/2011	1/ 9/2011	Bridal Extravaganza 1/2011
1101005	1/ 8/2011	1/19/2011	Mary Kay 2011 Leadership Conference
1112013	1/19/2011	1/26/2011	H&P Expo 2011
1101015	1/23/2011	1/28/2011	UCT 2011 International Conference & Exhibitions
1101028	1/26/2011	1/31/2011	2011 Houston Marathon
1101044	1/30/2011	2/ 3/2011	Sysco 2011 Conference
1101026	1/31/2011	2/ 7/2011	2011 Handy's Spring Market
1102032	1/31/2011	2/ 5/2011	2011 Star of the South
1102022	2/ 2/2011	2/ 4/2011	Heavy Construction Systems Specialists
1102041	2/ 3/2011	2/ 6/2011	2/11 High Caliber Gun & Knife Show
1102044	2/ 6/2011	2/10/2011	OTC-Arctic Technology Conference
1102039	2/10/2011	2/12/2011	Archdiocese of Galv-Houston Conference
1102021	2/16/2011	2/18/2011	Heavy Construction Systems Specialists
1102023	2/19/2011	2/20/2011	HHF - 25th Annual Career & Education Day
1102008	2/21/2011	3/ 3/2011	CAMEX 2011
1102004	2/27/2011	3/ 7/2011	36th Annual Fishing Show
1102011	2/28/2011	3/ 7/2011	HADA Spring Antique Show 2011
1103017	3/ 1/2011	3/ 5/2011	TX Speech Hearing Language Assn. 2011 Annual Conv.
1103032	3/ 4/2011	3/ 5/2011	Houston Wedding Showcase
1103018	3/10/2011	3/13/2011	Houston Volleyball Cross Court Classic
1103005	3/11/2011	3/19/2011	CORROSION/2011
1103013	3/21/2011	3/27/2011	2011 Pri-Med Southwest
1104003	4/ 6/2011	4/14/2011	2011 AAPG Annual Meeting
1104041	4/ 6/2011	4/ 9/2011	52nd Science & Engineering Fair
1104015	4/13/2011	4/16/2011	Vision Source 2011
1104020	4/13/2011	4/16/2011	FCCLA State Leadership Conference

Event Id	In Date	Out Date	Event Name
1104031	4/14/2011	4/21/2011	Society of Manufacturing Engineers Houstex 2011
1104036	4/22/2011	4/23/2011	Central TX Leadership Training for Christ 2011 Con
1104018	4/24/2011	5/ 2/2011	Specialty Coffee Association of America
1105050	5/ 3/2011	5/ 6/2011	Collaborate Market Place
1105027	5/10/2011	5/15/2011	TexMed 2011 Educational Showcase & Expo
1105023	5/11/2011	5/15/2011	Texas Towman Expo
1105018	5/19/2011	5/27/2011	Amer Assn of Museums
1105039	5/23/2011	5/27/2011	ENTELEC 2011 Conference/Expo
1105029	5/28/2011	6/ 3/2011	UMC Texas
1106008	6/ 3/2011	6/ 9/2011	31st Annual Intl Operating Conference & Trade Show
1106023	6/21/2011	6/24/2011	Independent Insurance Agents of Texas
1107032	7/ 1/2011	7/ 4/2011	Federation of Jain Associations in North America
1107007	7/ 2/2011	7/10/2011	Church of God in Christ - 2011 AIM Convention
1107028	7/15/2011	7/20/2011	Sheriffs' Association of TX-Annual Training Conference
1107021	7/22/2011	7/29/2011	AME Women's Home and Overseas Mission Society
1108020	8/ 9/2011	8/13/2011	TX Order of the Eastern Star
1109004	9/ 9/2011	9/17/2011	40th Turbomachinery Symposium and Short Course
1109022	9/14/2011	9/19/2011	AFSCME AFL-CIO
1108019	9/18/2011	9/22/2011	WaterJet Technology Association
1109009	9/26/2011	10/3/2011	Aglow International
1111001	10/10/2011	10/14/2011	TX Municipal League 2011 Annual Convention
1110006	10/16/2011	10/22/2011	Sweet Adelines Intl Annual Conv & Competition
1111003	10/24/2011	10/31/2011	2011 International Quilt Market
1111004	11/1/2011	11/7/2011	2011 International Quilt Festival
1111015	11/7/2011	11/14/2011	Girl Scouts of the USA
1111019	11/30/2011	12/3/2011	Thespian Festival of Texas
1112012	12/4/2011	12/10/2011	IEEE GLOBECOM
1201033	1/11/2012	1/23/2012	CCA Global 2012 Winter Convention
1201026	1/21/2012	1/27/2012	Deep Offshore Technology
1201032	1/24/2012	2/ 1/2012	Halloween & Party Expo 2012
1201008	1/31/2012	2/ 8/2012	Society of Critical Care Medicine
1202031	2/ 5/2012	2/12/2012	2012 Handy's Spring Market
1202021	2/13/2012	2/18/2012	AASA Natl Conference on Education
1202026	2/26/2012	3/ 2/2012	TX Assn of School Business Officials
1204013	4/ 1/2012	4/ 6/2012	Amer Inst Chemical Engineers
1204027	4/ 6/2012	4/ 7/2012	Central TX Leadership Training for Christ 2012 Con
1204017	4/11/2012	4/17/2012	Association of Clinical Research Professionals
1204003	4/14/2012	4/21/2012	TLA's 2012 Annual Conference
1205029	5/18/2012	5/25/2012	32nd Annual Intl Operating Conference & Trade Show
1205009	5/25/2012	6/ 3/2012	NAFSA
1206023	6/ 6/2012	6/10/2012	TX Democratic Party
1206010	6/20/2012	6/28/2012	The Endocrine Society Annual Meeting
1207025	7/ 2/2012	7/14/2012	NAACP
1207013	7/ 9/2012	7/12/2012	NACBA 56th Annual Conference
1207014	7/16/2012	7/20/2012	CAMT 2012 Annual Convention
1208001	8/13/2012	8/21/2012	2012 Nursery/Landscape Expo
1208018	8/22/2012	8/26/2012	Connect Marketplace

Event Id	In Date	Out Date	Event Name
1209023	9/26/2012	10/3/2012	Internation Economic Development Council
1210006	10/8/2012	10/18/2012	Produce Mktg Assn - Fresh Summit 2012 Conv & Expo
1210009	10/22/2012	10/29/2012	2012 Int'l Quilts Market
1210013	10/30/2012	11/5/2012	2011 International Quilt Festival
1211020	11/5/2012	11/10/2012	Society of Women Engineers
1211035	11/10/2012	11/15/2012	American Society of Mechanical Engineers
1211026	11/28/2012	12/1/2012	Thespian Festival of Texas
1212008	12/4/2012	12/9/2012	NAIS People of Color Conference/Student Diversity