



CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S30-T24149

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE: 936-91

SOLICITATION DUE DATE/TIME: April 6, 2012 at 2PM CST

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

DESCRIPTION: OPERATION, AND MAINTENANCE OF THE PURE OXYGEN GENERATING PLANT AT 69TH STREET WASTEWATER TREATMENT FACILITY

PRE-PROPOSAL CONFERENCE:	<i>Date</i>	<i>Time</i>	<i>Location</i>
	03-13-2012	9:00 A.M.	SPD, 901 Bagby, Conference Rm. 2 (Lower Level), Houston, TX 77002

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:
Richard Morris

Name

richard.morris@houstontx.gov

E-Mail Address

City Purchasing Agent

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

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

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

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

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

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

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

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

3.0 PRE-PROPOSAL CONFERENCE:

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Richard Morris, telephone: 832.393.8736, fax: 832.393.8759, or e-mail (preferred method to): richard.morris@houstontx.gov, no later than March 20, 2012 at 5:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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

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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the 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.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

- 9.1 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 Secretary and the City Purchasing Agent. 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 protester knows, or should have known, the basis or outcome of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror 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 Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about October 1, 2012 for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

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

1.2 INDEMNIFICATION

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

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

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

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

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

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

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

3.0 INSURANCE REQUIREMENTS:

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

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

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

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- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or

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omissions regarding its review of insurance documents.

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

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

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

5.0 INSPECTIONS AND AUDITS:

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

6.0 INTERPRETING SPECIFICATIONS:

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

7.0 CONTRACTOR DEBT:

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

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 3% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

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

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

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

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

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

6.0 HIRE HOUSTON FIRST:

- 6.1 **Designation as a City Business or Local Business**

SPECIAL TERMS AND CONDITIONS
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6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

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

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

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

Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative-- Pursuant to Chapter --- of the Local Government Code

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

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

7.0 PROJECT ADMINISTRATION:

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

8.0 PROCUREMENT TIMELINE/SCHEDULE:

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

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	March 2, 2012
Pre-Proposal Conference	March 13, 2012
Questions from Proposers Due to City	March 20, 2012
Proposals Due from Offeror(s)	April 6, 20112
Notification of Intent to Award (<i>Estimated</i>)	June 6, 2012
Council Agenda Date (<i>Estimated</i>)	July 25, 2012
Contract Start Date (<i>Estimated</i>)	October 1, 2012

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SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S30-T24149

Part 1. CONTRACTOR'S RESPONSIBILITIES:

- 1.0 The Contractor shall operate and maintain the 150 tons per 24-hour day (TPD) cryogenic pure oxygen generating plant which provides oxygen of at least 98% purity at 2 psig delivery pressure and 95 degrees. F wet bulb, for the 200 Million Gallons per day (MGD) Wastewater Treatment Plant located on 69th Street. The primary responsibility of the Contractor will be to provide a continuous uninterrupted gaseous oxygen supply at rates of up to 150 TPD, 24 hours per day, 365 days per year. However, under special circumstances, the Contractor may be required to provide 160 TPD oxygen, by placing the larger Compressor "A" in service.
- 1.1 In addition, the Contractor will insure that a minimum of 300 tons of liquid oxygen shall be stored in the Driox tanks at all times.
- 1.2 The Contractor shall be responsible for the operation and maintenance of the Oxygen Plant Building and all the equipment within the oxygen generation plant area, including but not limited to the following major equipment:
- 1.2.1 (2) Ingersoll-Rand Centac centrifugal compressors, Model 4C14OM3 and one (1) Cooper Turbo compressor Model TAE-160
- 1.2.2 Two (2) Ingersoll-Rand reciprocating double-acting compressors
- 1.2.3 Two (2) Lectro-Dryer air dryers, Model T15
- 1.2.4 One (1) Marley Cooling Tower, Model 327-102, four (4) Gould, 1000 gpm, vertical turbine circulating pumps, and Cooling and Water Treatment Equipment
- 1.25 Air Products and Chemicals, Inc. 150 TPD Cold Box, Reversing Hx, cycling hydrocarbon absorber, twin turbo expander (2), and switch valves (4)
- (NOTE: Currently there is only one Cold Box in operation. However, the incremental O&M costs, if any, for maintaining and operating the second Cold Box, when fully operational, will also be provided)***
- 1.2.6 ACD Incorporated LOX pump, Liquid oxygen transfer pump and 600-ton Elevated Driox storage tank.
- 1.2.7 Fuller Type XB, Series 6HXB-S Regeneration blower,
- 1.2.8 Gould Type FG4BF275, Model 3756 Vaporizer and water pump
- 1.2.9 Controls: **(Installation in progress):** Siemens 545 Programmable Logic Controller (PLC) System, Wonderware IN TOUCH Human-Machine-Interface (HMI) application, HP 380 Series servers (Microsoft Windows 2003 platform)
- 1.2.10 Oxygen pipeline from the Oxygen plant to the reactor decks.
- 1.2.11 All electrical equipment located both indoor and outdoor, at the O2 Plant, as follows:
- NOTE: The City of Houston will provide electrical power supply to the O2 Plant via Westinghouse DHP breakers designated as 52-F13 and 52-F14, in the 138 KV substation feeding the circuits 1113 and 1114***
- 1.3 All Equipment Located in the outdoor substation, including
- 1.3.1 15 KV switches 1L and 2L, 1.3.215 KV switches 1M and 2M Transformers 1L and 2L

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- 1.3.4 All 600 V breakers contained in the Westinghouse double ended substation fed by 15 KV switches 1M and 2M
- 1.3.5 Two (2) 12470 - 480 V transformers fed by 15 KV switches 1M and 2M
- 1.3.6 Both pothead racks and associated equipment fed by transformers 1L and 2L (12470 - 2400 V transformers)
- 1.3.7 All associated conductors and interconnects
- 1.4 All Equipment contained indoors and inside the 02 Plant switch room, including
 - 1.4.1 2400 V circuits 10008 and 10007 that feed 2400 V breakers marked XMFR1L and XMFR2L
 - 1.4.2 Switches XMRF1L secondary main breaker, XMFR2L secondary main breaker, and the transfer switch fed by KMFR1L and KMFR2L (shown on existing prints as unit S1)
- 1.5 The proposed services shall include, but not be limited to the following:
 - 1.5.1 Continuous (24 hours/day, 365 days/yr) monitoring of the oxygen plant systems and the wastewater plant instrument air compressors.
 - 1.5.2 Routine preventive/scheduled maintenance and unscheduled corrective maintenance required to maintain the plant in an optimum operating condition.
 - 1.5.3 All equipment, tools, transportation, mobile equipment, instrumentation, filters, lubricants, chemicals, cleaners, consumables or any outside contracted services required in the maintenance of the oxygen plant and its buildings.
 - 1.5.4 All services required for an annual defrost and overhaul (if needed).
 - 1.5.5 All supplemental liquid oxygen required during the overhaul to meet the wastewater treatment plants requirements.
 - 1.5.6 Any emergency electrical maintenance services required.
- 1.6 The Contractor shall provide a competent full time (8 hr/day, 40 hrs/week) resident operator and shall assign a competent staff of consultants, operators, instrumentation and control technicians, and mechanical, electrical, building maintenance, and janitorial personnel to provide all of the above services and to assure a reliable, safe and efficient plant operation, adhering to all safety codes and practices. The Contractor shall be able to utilize existing electronic remote diagnostic capability for evaluation and troubleshooting the plant performance from a central location.
- 1.7 The Contractor shall furnish proof that he is capable of providing the professional services required to maintain a 98% on stream operation of the Oxygen Generating Plant. The Contractor must provide documentation that he is in the business of operating and maintaining such types of plants and is currently performing such service for at least five (5) cryogenics facilities.
- 1.8 The Contractor shall be required to provide a safety plan and a program plan for the operation and maintenance of the facilities, prior to the commencement of work under this contract.
- 1.9 Within twenty-one (21) days after receiving the notice to proceed, the Contractor shall provide the City a detailed preventive maintenance and annual thaw/overhaul schedule, for review and approval. Each turnaround must be coordinated and approved by the City and must be planned to minimize down time. The Contractor is required to follow the operating procedures developed by the original equipment manufacturer unless written permission is obtained from the City to do otherwise.
- 1.10 The Contractor shall be allowed seven days per year for plant shutdowns, during which time the City will purchase Liquid Oxygen from the Contractor. Any additional time required for shut down per year will be at the Contractor's

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total expense, including the cost of supplemental oxygen. The Contractor shall also provide installation and repair of underground oxygen pipeline, if needed.

- 1.11 The Contractor is to maintain a given inventory of spare parts (mechanical, electrical, and instrumentation) at the oxygen plant, stored in a secure area, or readily available for required service of critical equipment in the process. The Contractor shall establish a system to assure the City that all parts removed from inventory have been installed in the plant. The Contractor and the City shall mutually agree upon the parts inventory. Only new manufactured standard parts or parts of equal quality shall be used in effecting repairs.
- 1.12 The Contractor shall be responsible for evaluating the plant performance and making recommendations to improve the operational efficiency, electric consumption, and production capacity of the plant.
- 1.13 The Contractor shall perform energy audits and operate the plant in such a manner as to cause optimum cost operation. The City shall charge a penalty for electrical power consumption in accordance with the terms outlined in Part 2.0 - PERFORMANCE TEST.
- 1.14 Contractor will be expected to adhere to billing procedures of the City of Houston and to all standard contractual requirements of the City of Houston.
- 1.15 Any subcontracted work must be clearly specified in a proposal and will require prior approval from the City.
- 1.16 Prime contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the prime contractor or is subcontracted.
- 1.17 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process, comparable to that which is required and deemed acceptable to the City, at no additional cost or liability to the City.
- 1.18 The Contractor shall have full control and responsibility for all facilities within the Oxygen Plant, Compressor and Control building, adjacent Driox tank, and equipment in the fenced area. The City shall have an entry key, with access restricted to City staff designated for specific tasks.

1.19 Reports to be Provided

In addition to any special reports that may be needed or requested at any given time, the Contractor shall provide the following routine reports:

- 1.19.1 A yearly summary report of the plant conditions including, but not limited to the following information:
 - Operational history of the plant by month showing the number of on stream hours in the month, number of hours the plant was run, no. of hours plant was down Force Majeure, and due to Maintenance
 - Oxygen Gas Production and % Purity by month
 - Specific Power (KWH Per Tons Produced per day) for each month of the year
 - All expenditures for repairs completed during the time period of the report
 - List and number of all replacement parts installed
 - List and quantities of inventory replaced.
- 1.19.2 Weekly reports of oxygen produced, product purity, and quantity of liquid oxygen stored in the LOX tanks.
- 1.20 The Annual Reports shall be submitted to Managing Engineer, 69th Street Wastewater Treatment Plant, with a copy to the Contract's Technical Representative (CTR).
- 1.21 The weekly reports shall be delivered to the Operation Control Room in the 69th Street Administration Building by noon each Friday, unless Friday is a City holiday, if the case, the report will be delivered on the day previous to the holiday.

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2.0 City's Responsibilities

- 2.1 The City will provide reasonable working and storage area to the selected contractor.
- 2.2 The City will maintain all *building*-related licenses, warranties and easements granted to the City. (*Note: This does not include any permit(s) and/or license(s) required for construction and/or operations, such as software license(s).*)
- 2.3 The City shall be responsible for all utility bills and shall provide uninterrupted utility service, subject to Centerpoint Energy's access to and egress from the plant.

Part 2. - PRICING PROPOSAL DETAILS

1.0 Introduction

Before submitting the Pricing Proposals for each line item, whether for Lump Sum or Cost-reimbursable options, the proposer is required to receive a firm bid from its selected supplier(s) for various services, add its appropriate markup, and submit a firm price to COH.

- 1.1 The Pricing Proposal should cover the following three options:
 - 1.1.1 Monthly Lump Sum Payments for Entire Job;
 - 1.1.2 Partial Monthly Lump Sum and Partial Time and Material Payments for Job; and
 - 1.1.3 Proposer's Option
- 1.2 The definition of Work Scope for payment purposes, under the first two options is as follows:

Work Scope Included as Part of the Lump Sum Fee:

- 1.2.1 A dedicated Plant Superintendent to manage the oxygen plant operation and maintenance (at least 40 hrs/wk on-site). Relief operator(s) are provided as needed.
- 1.2.2 Routine scheduled maintenance performed by the plant superintendent. Scheduled preventive maintenance will be performed during periodic visits by the contractors' maintenance mechanic, electrician, and instrument technicians.
- 1.2.3 All consumable spare parts required as a part of routine scheduled maintenance.
- 1.2.4 Chemicals and lubricants for plant equipment.
- 1.2.5 Corrective repairs which can be performed solely by the contractor plant superintendent, as well as to incorporate consumable spare parts.
- 1.2.6 Operating data required for the City's operating records.
- 1.2.7 Five copies of drawings for all modifications made to the Oxygen Generation System by Contractor (if any).
- 1.2.8 Premium for "All Risk of Physical Loss" insurance policy covering the Oxygen Generation System
- 1.2.9 Safety supplies as required.
- 1.2.10 Permits and licenses required for construction or plant operation.

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- 1.2.11 All management, operating labor expenses, percentage markup for labor, subcontractor, material and equipment.
- 1.3 **Work Scope Provided on a Reimbursable Costs basis:**
 - 1.3.1 Repairs and services required by Project Administrator prior to commencement of the service term.
 - 1.3.2 Rehabilitation Turnaround of Plant B (if needed).
 - 1.3.3 Liquid oxygen required for the allowed seven (7) days of downtime each year (if needed).
 - 1.3.4 Equipment and parts replacement as required, including engineering, procurement, construction labor, and construction equipment.
 - 1.3.5 Miscellaneous services, including maintenance of overhead cranes, lighting systems, roof, janitorial services, grounds maintenance, security, maintenance of the air conditioning system, and maintenance of the oxygen pipeline from the plant to the reactors.
 - 1.3.6 Painting of the oxygen generation system equipment.
 - 1.3.7 Emergency electrical maintenance services.
- 1.4 The Lump Sum Payment Option must include all tools, labor, supervision, consumable materials, and supplies required to operate and maintain the 69th Street Wastewater Treatment Plant Oxygen Facility in a first-class operating condition, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including holidays. This option shall encompass all overtime, after hours labor, additional manpower, and emergency labor required to meet the conditions of the Contract.
- 1.5 Time and material pricing must include: job classifications, pay scale; pay scale change indicators (i.e., Chemical & Allied Trades Earnings as published by the U.S. Department of Labor, Bureau of Labor Statistics), travel rates, stand-by rates, support cost, equipment cost, and material cost.
- 1.6 It is understood that in event of any discrepancy, the price written in words shall govern. Exhibit A, B, and C give the Pricing Details required under each option.

2.0. Performance Test

- 2.1 At the beginning of the Contract Service Term, an initial production test will be conducted to confirm the current state of electric power consumption of the plant.
- 2.2 The test will be run for a duration of four (4) hours for each main air compressor at an oxygen purity of ninety eight percent (98%) and continuous oxygen production rate of 150 tons per day, or at the plant's production capability, if less than 150 tons. The electric power consumption will be measured and adjusted to reflect ambient conditions and liquid production at the time of the test. Then a specific power consumption curve will be developed, establishing the "Electric Power Consumption Guarantee".
- 2.3 The test must be conducted in the presence of the Contract Administrator and scheduled with a minimum of two (2) weeks written notice to the City. Thereafter, the test will be conducted annually during which the power consumption for each main air compressor at the above production rate shall not exceed the Electric Power Consumption Guarantee as measured by kilowatt hours (KWH) per ton of oxygen produced plus an adjustment of 5/10ths of one percent (1%) per year for normal power degradation with a three percent (3%) allowance for error in the measuring equipment. In the event, power consumption is over (overage) the Electric Power Consumption Guarantee as measured by KWH per ton, as adjusted to reflect ambient conditions and liquid production at the time of the production test, then the overage shall be remedied by penalty payment of \$50,000.00 as detailed herein.

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- 2.4 If necessary after the first 1-year Service Term, it is determined that the failure of equipment to meet performance power is attributed to lack of proper maintenance or improvements, Contractor liability shall be repair, replacement or modification to improve the equipment to meet the specified criteria, at cost up to a limit of Fifty Thousand Dollars (\$50,000.00) per year.
- 2.5 City shall have the option to waive any failure of the equipment to meet performance power, but shall reimburse Contractor for any additional repair (in excess of \$50,000.00), replacement or modification the City authorizes Contractor to perform to meet the Oxygen Generation System equipment Electric Power Consumption Guarantee.
- 2.6 After completion of all repairs, replacement, modification to improve the equipment another performance test must be run again, to show improvements in the Electric Power Consumption.

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Historical Data
Table 1 July 2007 – June 2008

Production				
Month	O ₂ Gas Production (Monthly Avg. TPD)	LOX Production (Avg. Ton/Day)	O ₂ Purity (% Monthly Avg.)	Avg. KWHr (@ Purity w/ LOX x 2.857)
Jul-07	155	3	98.0	2,295.0
Aug-07	153	3	98.0	2,255.0
Sep-07	155	3	98.1	2,305.0
Oct-07	155	3	98.1	2,304.0
Nov-07	154	3	98.4	2,282.0
Dec-07	146	3	98.1	2,115.0
Jan-08	155	2.7	99.1	2,300.0
Feb-08	155	3	98.6	2,291.0
Mar-08	155	3	98.8	2,294.0
Apr-08	155	3	98.3	2,259.0
May-08	155	3	98.1	2,254.0
Jun-08	155	3	98.1	2,251.0
Avg.	154.0	2.98	98.3	2,267.1

On-Stream Hours				
Month	Hrs. in Month	Hrs. on Stream	Hrs. Force Majeure	Hrs. of Downtime
Jul-07	744	744	0.0	0.0
Aug-07	744	738	0.0	6.0
Sep-07	720	720	0.0	0.0
Oct-07	744	744	0.0	0.0
Nov-07	720	717	3.0	0.0
Dec-07	744	741	0.0	3.0
Jan-08	744	744	0.0	0.0
Feb-08	672	672	0.0	0.0
Mar-08	744	744	0.0	0.0
Apr-08	720	720	0.0	0.0
May-08	744	744	0.0	0.0
Jun-08	720	720	0.0	0.0
Totals	8,760	8,748.0	3.0	9.0
% of Yr.	100	99.86	0.0	0.1

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Historical Data
Table 2 July 2008 – June 2009

Production				
Month	O ₂ Gas Production (Monthly Avg. TPD)	LOX Production (Avg. Ton/Day)	O ₂ Purity (% Monthly Avg.)	Avg. KWHr (@ Purity w/ LOX x 2.857)
Jul-08	155	3	98.0	2,228.0
Aug-08	155	3	98.0	2,228.0
Sep-08	151	3	98.0	2,213.0
Oct-08	155	3	98.1	2,167.0
Nov-08	155	3	98.1	2,167.0
Dec-08	155	3	98.3	2,172.0
Jan-09	155	3	98.6	2,282.0
Feb-09	154.3	3	98.3	2,259.0
Mar-09	155	3	98.3	2,271.0
Apr-09	155	3	98.3	2,268.0
May-09	152.3	2.5	98.1	2,187.0
Jun-09	146.1	3	98.0	2,013.0
Avg.	153.6	2.96	98.2	2,204.6

On-Stream Hours				
Month	Hrs. in Month	Hrs. on Stream	Hrs. Force Majeure	Hrs. of Downtime
Jul-08	744	734	0.0	10.0
Aug-08	744	741	0.0	3.0
Sep-08	720	609.5	109.0	1.5
Oct-08	744	742	0.0	2.0
Nov-08	720	720	0.0	0.0
Dec-08	744	744	0.0	0.0
Jan-09	744	744	0.0	0.0
Feb-09	672	670	0.0	2.0
Mar-09	744	744	0.0	0.0
Apr-09	720	720	0.0	0.0
May-09	744	741	0.0	3.0
Jun-09	720	717	0.0	3.0
Totals	8,760	8,626.5	109.0	24.5
% of Yr.	100	98.48	1.2	0.2

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Historical Data
Table 3 July 2009 – June 2010

Production				
Month	O ₂ Gas Production (Monthly Avg. TPD)	LOX Production (Avg. Ton/Day)	O ₂ Purity (% Monthly Avg.)	Avg. KWHr (@ Purity w/ LOX x 2.857)
Jul-09	155	3	98.2	2,187.5
Aug-09	156	3	98.2	2,194.0
Sep-09	159.3	3	98.7	2,204.0
Oct-09	152	3	98.3	1,974.0
Nov-09	152	3	98.8	1,951.0
Dec-09	152	3	98.9	1,991.0
Jan-10	150.6	3	98.4	1,979.0
Feb-10	151.9	3	98.9	1,981.0
Mar-10	153.9	3	99.0	1,987.5
Apr-10	163	3	98.2	2,265.0
May-10	163	3	98.3	2,257.0
Jun-10	152	3	98.1	2,257.0
Avg.	155.1	3.00	98.5	2,102.3

On-Stream Hours				
Month	Hrs. in Month	Hrs. on Stream	Hrs. Force Majeure	Hrs. of Downtime
Jul-09	744	741	0.0	3.0
Aug-09	744	742	0.0	2.0
Sep-09	720	718	0.0	2.0
Oct-09	744	744	0.0	0.0
Nov-09	720	719	0.0	1.0
Dec-09	744	744	0.0	0.0
Jan-10	744	744	0.0	0.0
Feb-10	672	672	0.0	0.0
Mar-10	744	744	0.0	0.0
Apr-10	720	720	0.0	0.0
May-10	744	744	0.0	0.0
Jun-10	720	614	0.0	106.0
Totals	8,760	8,646.0	0.0	114.0
% of Yr.	100	98.70	0.0	1.3

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Historical Data
Table 3 July 2010 – June 2011

Production				
Month	O ₂ Gas Production (Monthly Avg. TPD)	LOX Production (Avg. Ton/Day)	O ₂ Purity (% Monthly Avg.)	Avg. KWHr (@ Purity w/ LOX x 2.857)
Jul-10	163	3	98.1	2,199.0
Aug-10	163	3	98.1	2,211.0
Sep-10	163	3	98.2	2,179.0
Oct-10	163	3	98.1	2,178.0
Nov-10	163	3	98.1	2,177.0
Dec-10	163	3	98.4	2,181.0
Jan-11	162	3	98.6	2,159.0
Feb-11	162.3	3	98.5	2,119.0
Mar-11	166	3	98.4	2,208.0
Apr-11	164.5	3	98.2	2,119.0
May-11	164	3	98.3	2,171.0
Jun-11	163	3	98.3	2,165.0
Avg.	163.3	3	98.3	2,172.2

On-Stream Hours				
Month	Hrs. in Month	Hrs. on Stream	Hrs. Force Majeure	Hrs. of Downtime
Jul-10	744	744	0.0	0.0
Aug-10	744	744	0.0	0.0
Sep-10	720	720	0.0	0.0
Oct-10	744	744	0.0	0.0
Nov-10	720	720	0.0	0.0
Dec-10	744	744	0.0	0.0
Jan-11	744	744	0.0	0.0
Feb-11	672	665	4.0	3.0
Mar-11	744	744	0.0	0.0
Apr-11	720	720	0.0	0.0
May-11	744	706	0.0	38.0
Jun-11	720	717	0.0	3.0
Totals	8,760	8,712.0	4.0	44.0
% of Yr.	100	99.45	0.1	0.5

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PARTS INVENTORY

BIN	Description	QOH	UOM	Part Number	Code Number	Equipment	Current Inv
AA-02	Window, Annunciator	0	Ea	NPN		Miscellanoeous	0
AA-50	Thermowell	2	Ea	SD6213-5		Miscellanoeous	2
AA-50	Flow Meter	1	Ea	Mod. F40500LN8		Miscellanoeous	1
AA-51	Switch, Flow Indicator	0	Ea			Miscellanoeous	0
AA-51	Switch, Pressure	1	Ea	Stock# 9774		Main Air Compressor	1
AA-52	Gauge, Pressure 15 - 0 Inch H2O	0	Ea			Miscellaneous	0
AA-52	Gauge, Pressure	0	Ea			Miscellaneous	0
AA-52	Gauge, Pressure 0 - 30 PSI	0	Ea			Miscellaneous	0
AA-52	Gauge, Pressure 0 -100 psi	0	Ea			Miscellaneous	0
AA-52	Gauge, Pressure 30 - 0 - 60 psi	0	Ea			Miscellaneous	0
AA-60	Regulator, Air Pressure	0	Ea	241-960-068		Main Air Compressor	0
AA-60	Regulator, Pressure	0	Ea	40ae30		Main Air Compressor	0
AA-60	Regulator, Seal Gas	2	Ea	GH20XTKGD25		Main Air Compressor	2
AA-61	Transmitter, Pressure	0	Ea	1151DP7E227O287B1		Main Air Compressor	0
AA-61	Transmitter, Temperature	1	Ea	444TT9V1A2NAR0522		Main Air Compressor	1
AA-61	Transmitter, Temperature	0	Ea	2U1A1NA		Main Air Compressor	0
AA-61	Transmitter, Level	1	Ea	1151DR2F22TOS75B1		Main Air Compressor	1
AA-61	Transmitter, Level	1	Ea	1151DP5E2ATO2575B1		Main Air Compressor	1
AA-61	Transmitter, Level	1	Ea	1151DP4E2AT0575B		Main Air Compressor	1
AA-71	Transmitter, Flow	1	Ea	1151DP3E2ATO575B1		Instrumentation	1
AA-71	Transmitter, Flow W/ Manifold	0	Ea	1151DP4E22JO575B1		Instrumentation	0

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PARTS INVENTORY CONTINUED

AA-71	Positioner	0	Ea	Type 3511a		Instrumentation	0
AA-71	Transmitter, Pressure	1	Ea	1151GP6E2ATO287B1		Instrumentation	1
AA-81	Switch, Temperature	1	Ea	P274853-2		Instrumentation	1
AA-81	Switch, Temperature	1	Ea	B-1C-62	4-825-99-1681	Instrumentation	1
AA-81	Valve, Solenoid	1	Ea	CAT #8342B2		Instrumentation	1
AA-81	Switch, Temperature	2	Ea	P176903		Instrumentation	2
AA-81	Switch, Temperature	1	Ea	P174853-4		Instrumentation	1
AA-81	Assembly, thermocouple	6	Ea	C-6-3-D68		Instrumentation	4
AA-81	Assembly, thermocouple	1	Ea	C-1-3-D68		Instrumentation	1
AA-81	Valve, Solenoid	2	Ea	8342B2		Instrumentation	2
BB-02	Packing, Teflon Ring	10	Set	see notes	9-617-33-3057	Control Valves	0
BB-20	Plug Valve	1	Ea	6111504-SA	9-645-33-3101	Instrumentation	1
BB-20	Ring, Seat	1	Ea	6174528ED	9-771-33-3220	Control Valves	1
BB-20	Energy Storage Device	1	Ea	9110600100		Instrumentation	0
BB-22	Heavy Duty Enclosure	1	Ea	800H1H2		Miscellaneous	0
BB-22	Liquid Level Float Control	1	Ea	F6313F-12		Instrumentation	1
BB-41	Switch, Temperature	2	Ea	TH2-H6025-12-A		Miscellaneous	2
BB-42	Fuses	3	Ea	CLS-12-FUSE		Miscellaneous	4
BB-50	Circuit, Breaker	2	Ea	Q2L3175		Miscellaneous	0
BB-51	Powerex	2	Ea	34A840301P006		Miscellaneous	0
BB-60	Diode	2	Ea	198A3307PI		Miscellaneous	0
BB-62	Plug Valve	1	Ea	6154678EP	9-645-33-3064	Miscellaneous	0
BB-62	Plug Valve	1	Ea	6111439-SA	9-645-33-3193	Miscellaneous	1
BB-72	Diaphragm	1	Ea	6148787-PC	9-257-33-2660	Control Valves	0
CC-01	Relay, High Limit	1	Ea	Model 58H		Pumps & Motors	0
CC-01	Scam Alarm Panel	1	Ea	AN 3118/3167		Miscellaneous	0
CC-02	Annunciator	1	Ea	AN-3125		Miscellaneous	0
CC-11	Bulb, Alarm Resistance	10	Ea	RBA-3W-100/DX1X4		Miscellaneous	0

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PARTS INVENTORY CONTINUED

CC-12	COIL MAIN CONTACTOR	1	Ea	2147a48g01	9-177-79-2670	Miscellanoeous	1
CC-12	Rectifier	1	Ea	2018a11g01	9-710-79-2523	Miscellanoeous	1
CC-12	Transformer, Control	1	Ea	2147a11g01		Miscellanoeous	1
CC-12	Contact Kit	1	Set	2147A42G01	9-493-79-2622	Miscellanoeous	1
CC-22	MODULE LOGIC	1	Ea	1064-122 ?	9-555-74-0066	Miscellanoeous	0
CC-22	MODULE INTEGRAL COMMON SERVICE	1	Ea	1051-357	9-555-74-0047	Miscellanoeous	0
DD-30	VALVE SOL 1/4 15.4W 50- 60HZ 110/120	3	Ea	8320b176	4-938-99-0360	Miscellanoeous	3
DD-31	Seal, Mechanical	1	Ea	XF-171		Miscellanoeous	1
DD-40	Rupture disc	3	Ea	maf. no. 232863		Miscellanoeous	0
DD-52	Liner W/Flats Viton	1	Ea	F26247-06762	9-526-33-2544	Miscellanoeous	0
DD-52	Pin, Taper	2	Ea	G1194335362	9-634-33-2963	Miscellanoeous	0
DD-52	Pin, Groove Type A	1	Ea	G1232332992	9-634-33-2973	Miscellanoeous	0
DD-52	Link, Style A, sub- assembly	1	Ea	F15181-9901-2	9-528-33-2519	Miscellanoeous	0
DD-52	Key, Woodruff	1	Ea	F1358131252	9-492-33-2554	Miscellanoeous	0
DD-52	Key, Woodruff	1	Ea	G1469031252	9-492-33-2551	Miscellanoeous	0
DD-60	Valve, Discharge	1	Ea	02-A36C=028		Miscellanoeous	1
DD-61	Spacer	8	Ea	1N254324102		Miscellanoeous	8
DD-61	Cap Screw, Hex Head	4	Ea	1C631224052		Miscellanoeous	4
DD-61	Arm Assembly	2	Ea	1R530400A2		Miscellanoeous	2
DD-61	Disc, Travel ind 657	4	Ea	1E832838992		Miscellanoeous	4
EE-01	DISC ASSY 1" 25%GLS-TFL	1	Ea	1008980ASSEM18	9-263-33-3993	Miscellanoeous	0
EE-01	RING SEAT 1"	1	Ea	F62961-087	9-724-33-3293	Miscellanoeous	0
EE-01	Assembly, Disc	1	Ea	NPN	9-724-33-3294	Miscellanoeous	0
EE-01	Assembly, Disc	1	Ea	1008681ASSEMI8	9-263-33-4061	Miscellanoeous	0
EE-02	BUSHING AND SLEEVE ASSY	1	Ea	19A9339X012	9-451-33-2605	Miscellanoeous	0

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PARTS INVENTORY CONTINUED

EE-02	Ring, Seat	1	Ea	6163125-EF	9-771-33-3111	Control Valves	0
EE-02	SEAL TEFLON	1	Ea	110164	9-770-33-3259	Control Valves	0
EE-02	SEAT CTFE KEL-F	1	Ea	16A-110-94	9-771-33-4287	Miscellaneous	0
EE-02	DISC ASSY 3/4" 25%GLS-TFL	1	Ea	70-102-GD-SE	9-263-33-4062	Miscellaneous	0
EE-02	DISC ASSY 1-1/2 25%GLS-TF	1	Ea	7G2872	9-263-33-4001	Miscellaneous	0
EE-02	SEAT RING 1 1/2"	1	Ea	1E622370560000	9-771-33-3459	Miscellaneous	0
EE-02	Ring Seat	1	Ea	6163109-EF	9-724-33-3183	Control Valves	0
EE-02	KIT SPARE PARTS	1	Kit	78-2542-50005	9-493-33-3049	Miscellaneous	1
EE-10	SEAT CTFE	1	Ea	32A-110-94	9-771-33-3920	Miscellaneous	0
EE-10	SEAT RING 1/2"	1	Ea	21F622331640000	9-771-33-4264	Miscellaneous	0
EE-10	RING SEAT 3"	1	Ea	1E376650560000	9-724-33-3294	Miscellaneous	0
EE-10	DISC ASSEMBLY	1	Ea	679809	9-263-33-4128	Miscellaneous	0
EE-10	SEAT 1/4"	1	Ea	1F629581730200	9-771-33-4344	Miscellaneous	0
EE-10	SEAT 2"	1	Ea	1E622380560000	9-771-33-4146	Miscellaneous	0
EE-10	RING SEAT 3/4"	1	Ea	70-102	9-724-33-3291	Miscellaneous	0
EE-10	DISC ASSY 1/2" 25%GLS-TFL	1	Ea	70-102-GD-SE	9-263-33-4125	Miscellaneous	0
EE-10	SEAT RING 1/2"	1	Ea	21F622331640000	9-771-33-4345	Miscellaneous	0
EE-10	DISC 1/2" METAL	1	Ea	21F624291640000	9-263-33-3827	Miscellaneous	0
EE-11	DISC 1 1/2" METAL	1	Ea	70-1825	9-263-33-4004	Miscellaneous	0
EE-11	DISC 2" METAL	1	Ea	1F402890560000	9-263-33-4076	Miscellaneous	0
EE-11	KIT REPAIR 1/2 CHECK VLV	1	Ea	264S-4PP	9-493-33-3560	Miscellaneous	1
EE-11	Packing, Teflon, Chevron	1	Set	6163331-JC	9-617-33-3008	Miscellaneous	0
EE-11	Kit, Actuator Repair	0	Kit	124635	9-493-33-3429	Control Valves	0
EE-11	Kit, Actuator Repair	1	Kit	124635	9-493-33-3429	Control Valves	0
EE-11	SEAL KEL-F	1	Ea	140766	9-770-33-2792	Miscellaneous	0

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EE-11	Ring, Seat (low)	1	Ea	794-6643	9-724-33-3591	Control Valves	0
EE-11	SEAT RING	1	Ea	6163208-EF	9-771-33-3110	Miscellanoeous	0
EE-11	Packing, Teflon	2	Set	SEE NOTES	9-617-33-3046	Control Valves	0
EE-11	DISC ASSY 2" 25%GLS-TFL	1	Ea	1008983ASSEM18	9-263-33-4002	Miscellaneous	0
EE-11	DISC ASSY 1/2" 25%GLS-TFL	1	Ea	1008674ASSEM18	9-263-33-4063	Miscellaneous	0
EE-11	DISC ASSY 1" 25%GLS-TFL	1	Ea	70-102-GD-SE	9-263-33-4126	Miscellaneous	0
EE-11	DISC 1" METAL	1	Ea	70-1825	9-263-33-4003	Miscellaneous	0
EE-12	DISC ASSY 1/2" 25%GLS-TFL	1	Ea	1008674ASSEM18	9-263-33-3697	Miscellaneous	0
EE-12	Seat	0	Ea	1E622380560000	9-771-33-4146	Miscellaneous	0
EE-12	SEAT 2"	1	Ea	1E622380560000	9-771-33-4146	Miscellaneous	0
EE-12	SEAL KEL-F	1	Ea	110755	9-770-33-3210	Control Valves	0
EE-20	Diaphragm, Actuator	9	Ea	V139586X012	9-257-33-3712	Control Valves	1
EE-20	Kit	1	Kit	124634	9-493-33-3387	Control Valves	1
EE-20	Kit	0	Kit	124634	9-493-33-3387	Control Valves	0
EE-21	Assembly, Liner	1	Ea	F35881-0545-2	9-526-33-2586	Control Valves	0
EE-21	Regulator, Pressure	2	Ea	1R400B250MK		Control Valves	2
EE-22	Gasket, Tie Bolt (steel)	8	Ea	30A11S0232X28		Main Air Compressor	0
EE-22	Gasket, Case to Cooler	0	Ea	2161B6-2	9-372-59-3613	Main Air Compressor	0
EE-22	Bolts	2	Ea	V3X10481A		Main Air Compressor	0
EE-22	Gasket, Steel	8	Ea	3 X 28		Miscellaneous	0
EE-22	Gasket, Steel	4	Ea	30AAS0224X28		Miscellaneous	0
EE-22	BUSHING PROBE SEAL	15	Ea	3024B6-1	9-112-01-2690	Main Air Compressor	0
EE-22	Gasket, Steel	7	Ea	30A1180??30X28		Miscellaneous	0
EE-82	Boot, Rubber Valve	8	Ea	NPN		Miscellaneous	8
FF-01	Spring, Unloader Plunger L.P. Cylinder	4	Ea	PP394		Instrument Air Compressor	4
FF-01	Gasket, Cover Unloader H.P. Cylinder	4	Ea	W26019		Instrument Air Compressor	4

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PARTS INVENTORY CONTINUED

FF-01	Balancer, Flow Comp. Valve L.P. Cylinder	2	Ea	X1559T5		Instrument Air Compressor	2
FF-01	Spring, Unloader Piston L.P. Cylinder	4	Ea	PP393		Instrument Air Compressor	4
FF-01	Gasket, Cover Unloader L.P. Cylinder	20	Ea	W26020		Instrument Air Compressor	0
FF-02	Gasket, Shrouded (cover) 1st Stage	18	Ea	30550636		Instrument Air Compressor	0
FF-02	Gasket, Shrouded (seat) 1st Stage	19	Ea	30550628		Instrument Air Compressor	0
FF-02	Gasket, Valve cover Jam nut 1st. Stage	8	Ea	30350862		Instrument Air Compressor	8
FF-02	Gasket, Valve cover Jam nut 2nd. Stage	8	Ea	30350854		Instrument Air Compressor	8
FF-10	Filter Oil	0	Ea	30472161		Instrument Air Compressor	4
FF-10	Packing, Wiper (scraper) 1st/2nd Stage	2	Set	28A11G25B		Instrument Air Compressor	2
FF-10	Packing, R&S (pressure) 1st/2nd Stage	9	Set	95092615		Instrument Air Compressor	9
FF-11	Gaskets, WAffle C-70	5	Ea	SX 225		Main Air Compressor Motor	0
FF-11	Gasket, Case to Cooler	5	Ea	2161B6-2	9-372-59-3613	Main Air Compressor	0
FF-12	Ring, Wear (Rider) 2nd. Stage	2	Ea	37032729		Instrument Air Compressor	2
FF-12	Ring, Piston 2nd. Stage	2	Ea	37032190		Instrument Air Compressor	2
FF-20	Gasket, Packing (case) 1st/2nd Stage	1	Ea	30625586		Instrument Air Compressor	1
FF-20	Gasket, Shrouded (cover) 2nd. Stage	3	Ea	30550818	9-372-01-8927	Instrument Air Compressor	3
FF-20	Gasket, Shrouded (seat) 2nd. Stage	12	Ea	30550842	9-372-01-8925	Instrument Air Compressor	12

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FF-20	Gaskets	8	Ea	351556053		Miscellaneous	0
FF-20	Plunger, Unloader H. P. Cylinder	0	Ea	1W26140	9-646-01-2515	Instrument Air Compressor	0
FF-20	Piston Rings	4	Ea	34129320		Miscellaneous	4
FF-20	Springs	8	Ea	30576490		Miscellaneous	0
FF-20	Plunger, Unloader	11	Ea	34054585		Miscellaneous	0
FF-20	Piston Unloader	6	Ea	30162093		Miscellaneous	0
FF-20	Ring, Seat	1	Ea	6174528ED	9-771-33-3220	Control Valves	1
FF-21	Gasket, Cooler to Cover	14	Ea	2160B6-1		Main Air Compressor	
FF-22	Seat, Valve Plate L.P. Cylinder	28	Ea	A60C18WS		Instrument Air Compressor	0
FF-22	Plunger, Unloader L. P. Cylinder	0	Ea	X1244T4D		Instrument Air Compressor	0
FF-22	Seat, Valve Plate H.P. Cylinder	2	Ea	A36C18WS		Instrument Air Compressor	2
FF-22	Unloader, Ring Piston H.P. Cylinder	0	Ea	X1244T2-1/4D		Instrument Air Compressor	0
FF-30	Springs, Channels Valves Comp	25	Ea	A60C33WS		Instrument Air Compressor	0
FF-30	Guide, Compressor Valve Low & High pressure Cylinder	23	Ea	W89610T24		Instrument Air Compressor	0
FF-30	Springs, Channels Valves Comp	2	Ea	A36C33WS		Instrument Air Compressor	0
FF-31	O-Ring, Silicone 1/4" X 19.5 MLD	5	Ea	20A11BM468		Main Air Compressor	0
FF-31	Gasket, Case to Cooler	11	Ea	2161B6-2	9-372-59-3613	Main Air Compressor	0
FF-31	Gasket, Case to Cover	3	Ea	2161B6-1		Main Air Compressor	0
FF-31	O-Ring, 34.975 X .275 thk	8	Ea	20A11BMS1039		Main Air Compressor	0
FF-32	O-Ring, 1/4" X 19.5 MLD	5	Ea	20A11BMS468		Main Air Compressor	0
FF-40	Gasket, Cooler	10	Ea	2162-b6-1		Main Air Compressor	0

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FF-40	Gasket, Cover	0	Ea	731C6-1	Main Air Compressor	0
FF-40	O-Ring, 1/4" x 15 1/2" ID	5	Ea	20A11BMS460	Main Air Compressor	0
FF-41	O-Ring, 26.975 X .275 thk	4	Ea	20A11BMS1023	Main Air Compressor	0
FF-41	O-Ring, 26.975" ID X .275 thk	4	Ea	20A11BMS1023	Main Air Compressor	0
FF-41	Gasket, Cooler	14	Ea	1879C6-1	Main Air Compressor	0
FF-42	1/2 X 1 SET @200	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-42	1/2 X 1 SET @150	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-42	1 1/2 SET @ 37	0	Ea	6186HG01	Safety Relief Valves	0
FF-42	1 1/2 SET @ 37	0	Ea	6186HG01	Safety Relief Valves	0
FF-42	1 1/4 X 1 1/2 SET @ 10	0	Ea	11W202BT	Safety Relief Valves	0
FF-42	1/2 X 1 SET @110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-42	1/2 X 1 SET @150	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-42	1/2 X 1 SET @200	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-42	1/2 X 1 SET @110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W200 1/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 x 1 SET @ 200	0	Ea	11w-200 1/2BT	Safety Relief Valves	0
FF-50	1/2 x 1 SET @ 150	0	Ea	11w-200 1/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 200	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @ 110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-50	1/2 X 1 SET @110	0	Ea	11W2001/2BT	Safety Relief Valves	0
FF-51	Probe, Vibration	0	Ea	ES-71321-01	Main Air Compressor	0

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FF-51	Probe, Vibration	0	Ea	190-01-00-50-12-02		Main Air Compressor	0
FF-51	Cable, Armored Extension Vibration Probe	9	Ea	4454-132		Main Air Compressor	0
FF-52	Nose, Impeller 3rd. Stage	0	Ea	3X10798		Main Air Compressor	0
FF-52	Bolt, Thrust 2nd and 3rd Stage	1	Ea	V3X10481A		Main Air Compressor	1
FF-52	Bolt, Diffuser	3	Ea	18A2C969		Main Air Compressor	3
FF-52	Bolt, Impeller 3rd Stage	0	Ea	3X104590		Main Air Compressor	0
FF-52	Collar, Thrust 3rd Stage	1	Ea	3X552B		Main Air Compressor	1
FF-60	Pinion, 2nd. Stage	0	Ea	3X1204		Main Air Compressor	0
FF-60	Seal Oil 3C & 4C All Stages	0	Ea	807C6-1H		Main Air Compressor Motor	0
FF-60	DISC INSERT 1/2" 25%GLS/TFL	1	Ea	BZCH012-SBT	9-451-33-2784	Miscellaneous	0
FF-60	Diaphragm	1	Ea	10A0288X012	9-257-33-3308	Miscellaneous	1
FF-60	Disc INSERT 3/4" 25% GLS/TFL	1	Ea	BZCH012-SBT	9-451-33-2785	Miscellaneous	0
FF-60	SEAL KEL-F	1	Ea	110751	9-770-33-2793	Miscellaneous	0
FF-60	DISC. INSERT 1 1/2 25%- GLS-TFL	1	Ea	BZCH012-SBT/12	9-451-33-2832	Miscellaneous	0
FF-61	Ring, Seat	1	Ea		9-724-33-3157	Control Valves	0
FF-61	Ring, Seat	1	Ea	14A1761X012	9-771-33-2943	Control Valves	0
FF-61	SEAL BALL	1	Ea	14A1761X012	9-770-33-3167	Control Valves	0
FF-61	Packing, Teflon Ring	2	Set	see notes	9-617-33-3058	Control Valves	0
FF-61	RING SEAT UPPER	1	Ea	794-6644	9-724-33-3590	Control Valves	0
FF-61	Packing, Teflon Ring	0	Set	see notes	9-617-33-3057	Control Valves	0
FF-61	Ring, Seat	1	Ea	6163224-EF	9-771-33-3107	Control Valves	0
FF-61	Set, Packing	1	Set	V116254X012	9-617-33-3528	Control Valves	0
FF-61	Packing, Teflon	2	Ea	see notes	9-617-33-3060	Control Valves	0
FF-61	Ring, Seat	1	Ea	6159818-EF	9-771-33-2958	Control Valves	0

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FF-61	Packing, Teflon Ring	1	Set	110256	9-617-33-3896	Control Valves	0
FF-61	RING SEAT UPPER	1	Ea	794-6644	9-724-33-3590	Control Valves	0
FF-61	DIAPHRAGM REGULATOR	2	Ea	1B88410205-2	9-257-33-2955	Control Valves	0
FF-61	Diaphragm	1	Ea	6148811-PC	9-257-33-2703	Control Valves	0
FF-61	Diaphragm	1	Ea	794-6644	9-724-33-3590	Control Valves	0
FF-61	Packing, Teflon Ring	1	Set	V116257X012	9-617-33-3784	Control Valves	0
FF-61	DIAPHRAGM BUNA-N	1	Ea	2E8597-0220-2	9-257-33-2864	Control Valves	0
FF-61	Packing, Teflon Ring	1	Set	V115947-X012	9-617-33-3894	Control Valves	0
FF-61	Packing, Teflon Ring	0	Set	see notes	9-617-33-3057	Control Valves	0
FF-62	L.O. Filter Elements W/Gaskets	1	Ea	PT-207-10		Main Air Compressor	1
FF-71	Ring, Piston 1st. Stage	0	Ea	37073103		Instrument Air Compressor	0
FF-71	Expander L.O. Filter Element	15	Ea	DCCFF	9-303-02-2604	Pumps & Motors	15
FF-71	Expander Seal Gas Filter Element	1	Ea	699990100		Pumps & Motors	1
FF-81	Gasket	0	Ea		7-372-03-0002	Pumps & Motors	0
FF-81	Gasket	0	Ea		7-372-03-0201	Pumps & Motors	0
FF-81	Gasket	0	Ea	GARLOCK #8748	7-372-03-0001	Pumps & Motors	0
FF-81	Gasket, Seal	0	Ea	205144C	3-372-03-0227	Pumps & Motors	0
FF-81	Gasket	0	Ea		7-372-03-0502	Pumps & Motors	0
FF-81	Gasket	0	Ea		7-372-03-0202	Pumps & Motors	0
FF-81	Gasket	0	Ea		3-372-03-0226	Pumps & Motors	0
W-013	Heater, Element Reactivation	1	Ea	155-500709-655		Miscellaneous	1
W-019	Ring, Intake 3rd Stage		Ea	5X10983		Main Air Compressor	0
W-019	Pinion 3rd Stage	1	Ea	5X11466		Main Air Compressor	1
W-019	Product Vaporizer Heater	1	Ea	YHF 100 480 64c		Miscellaneous	1
W-019	Bullgear	1	Ea			Main Air Compressor	1

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-T24149

PARTS INVENTORY CONTINUED

	Relay, Time Delay	1	Ea	1-1423162-1		Miscellaneous	1
	Pump & Motor Assembly	1	Ea			Pumps & Motors	1

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S30-T24149

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. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

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

2.0 OFFER & SUBMITTAL FORM:

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

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

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

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

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

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

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

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

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

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

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

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S30-T24149

6.0 PROPOSED EQUIPMENT:

6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 FINANCIAL STATEMENTS:

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 CONTENTS:

8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

8.1.1 Title Page

8.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Reliability Statement

8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

8.1.6 Proposed Strategy/Operational Plan

8.1.7 Proposed Equipment (If Applicable)

8.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years

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

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

8.1.11 Pricing Form/Fee Schedule (Exhibit III)

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

8.1.13 Affidavit of Ownership or Control (Exhibit VI)

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

8.1.15 Anti-Collusion Statement (Exhibit VIII)

8.1.16 Conflict of Interest Questionnaire (Exhibit IX)

8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)

8.1.18 Hire Houston First Affidavit (Download Copy at http://purchasing.houstontx.gov/solicitation_forms.html)

8.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S30-T24149

1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

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

2.1.1 Conformance to the RFP Requirement – 10%

2.1.2 Capability of the Firm – 30%

2.1.3 Key Personnel – 20%

2.1.4 Project Approach – 15%

2.1.5 Cost – 15%

2.1.6 M/WBE Participation – 5%

2.1.7 Financial Strength – 5%

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

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S30-T24149

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

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

Respectfully Submitted:

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

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO.: S30-T24149

LIST OF PREVIOUS CUSTOMERS

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

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

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

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

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S30-T24149

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
<p align="right">TOTAL..... \$ _____</p> <p align="right">M/WBE PARTICIPATION AMOUNT..... \$ _____ %</p> <p align="right">TOTAL BID AMOUNT..... \$ _____</p>					

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S30-T24149**

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

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

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

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S30-T24149**

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

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

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

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

1. _____ agrees to perform work/supply goods and/or **(Name of Minority/Women Business Enterprise)** Services in connection with the above-named contract and _____ as: **Name of Prime Contractor**
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture

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

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

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

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S30-T24149**

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 Office of Business Opportunity (“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 (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) 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 Houston 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 thirty (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 Office of Business Opportunity.
 - 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 Office of Business Opportunity 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 on 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 on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will 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 Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
 CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
 SOLICITATION NO.: S30-T24149**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

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

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

Office of Business Opportunity
 ATTN: Carlecia Wright 713-837-9000
 611 Walker, 7th Floor
 Houston, Texas 77002

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE SOLICITATION NO.: S30-T24149

EXHIBIT A
PRICING DETAIL WORKSHEET UNDER LUMP SUM PAYMENT OPTION

The Lump Sum Payment Option must include all tools, labor, supervision, consumable materials, and supplies required to operate and maintain the 69th Street Wastewater Treatment Plant Oxygen Facility in a first-class operating condition, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including holidays. This option shall encompass all overtime, after hours labor, additional manpower, and emergency labor required to meet the conditions of the Contract. The pricing details under this option shall be presented in the following format:

<u>Item</u>	<u>Description</u>	<u>Cost per Month</u>	<u>No. of Months</u>	<u>Total Cost</u>
1.	First Year	_____	x 12 =	\$ _____
2.	Second Year	_____	x 12 =	\$ _____
3.	Third Year	_____	x 12 =	\$ _____
4.	Fourth Year (Option Year)	_____	x 12 =	\$ _____
5.	Fifth Year (Option Year)	_____	x 12 =	\$ _____
TOTAL FOR ALL YEARS:				\$ _____

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24149

EXHIBIT B
PRICING DETAIL WORKSHEET UNDER PARTIAL MONTHLY LUMP SUM
AND PARTIAL TIME AND MATERIAL PAYMENT FOR JOB OPTION

Proposer shall include the cost for all supervision, labor, tools, equipment, parts, consumable items, materials and supplies required to operate and maintain the 69th Street Wastewater Treatment Plant Oxygen Facility in a first-class operating condition, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including holidays. The Lump Sum and Time and Material Proposal shall encompass all overtime, after hours labor, additional manpower, and emergency labor required to meet the conditions of the Contract and will be divided as stated in the "Work Scope Definitions for Payment Purposes".

Proposer shall provide rates for the various job classifications necessary to carry out the labor portion of this contract. Labor pricing must include: job classifications, pay scale, pay scale change indicators (i.e., Chemical & Allied Trades Earnings as published by the U.S. Department of Labor, Bureau of Labor Statistics), travel rates, stand-by rates, support cost and equipment cost, and material cost.

Proposer shall provide rates for parts and material used to carry out the materials portion of the contract. Price list with discounts or mark-ups and/or other pricing formulas specified by proposer must meet City Audit requirements. The pricing details under this option shall be presented in the following format:

<u>Item</u>	<u>Description</u>	<u>Cost per Month</u>	<u>No. of Months</u>	<u>Total Cost</u>
<u>Lump Sum Operational Cost</u>				

This shall include all management, operating labor expenses, consumables associated with preventive maintenance as outlined in the Work Scope Definitions for Payment Purposes:

First Year	_____	x 12	=	\$ _____
Second Year	_____	x 12	=	\$ _____
Third Year	_____	x 12	=	\$ _____
Fourth Year (Option Year)	_____	x 12	=	\$ _____
Fifth Year (Option Year)	_____	x 12	=	\$ _____
Total Lump Sum Cost For All Years:				\$ _____

Cost of Reimbursable Items**

<u>Item</u>	<u>Description</u>	<u>Cost, in Words</u>	<u>Total Cost</u>
1.	Labor Allocation and Corrective Maintenance-per Work Scope Definitions for Payment Purposes		
2.	Replacement Parts Allocation		
3.	Supplemental Purchase of LOX Allocation		

** This is only an estimate of cost reimbursable cost, for budget purposes. The actual monthly invoices submitted by the Contractor will be based on the then actual rates and amounts of time for the classification of the employees doing the work and the cost of actual parts and material used, as pre-authorized by the Contract Technical Representative (CTR).

TOTAL FOR ALL REIMBURSIBLE ITEMS	\$ _____
TOTAL FOR THE CONTRACT TERM	\$ _____

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24149

EXHIBIT C
PRICING DETAIL WORKSHEET UNDER PROPOSER'S OPTION

Under this option, of Proposer's choosing, the proposer shall include the cost for all supervision, labor, tools, equipment, parts, expendable items, materials and supplies required to operate and maintain the 69th Street Wastewater Treatment Plant Oxygen Facility in a first-class operating condition, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including holidays.

The format for the presentation of pricing details under this option is left to the proposer's discretion. However, it should follow the formats suggested in the above two options, as closely as possible.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S30-T24149**

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

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

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

J. D.

NON-RENEWED

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

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

- O R -

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

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S30-T24149**

CERTIFICATE OF INSURANCE EXPLANATIONS

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

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S30-T24149

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.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 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.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	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	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S30-T24149

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

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

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

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

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

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S30-T24149**

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

Name _____
Officer Address _____

Name _____
Officer Address _____

Name _____
Officer Address _____

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

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

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

Preparer

Printed Name

Title

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

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S30-T24149**

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

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

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

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

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S30-T24149

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

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

STATE OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
 [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____
 [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S30-T24149

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

Contracting Entity

Name: _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S30-T24149

6. Optional Information

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

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

Status of Appeal [DESCRIBE] _____

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

Affiant

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

(Seal)

Notary Public

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

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S30-T24149**

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

EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S30-T24149

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

(Name of Company) (Contractor)

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

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

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

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

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S30-T24149**

I, _____ as an owner or officer of

 _____ as an owner or officer of

 _____ (Contractor)

 _____ (Name of Company)

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

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

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

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

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

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

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

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT VII – ATTACHMENT “C” AND “D”
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S30-T24149

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

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

 Date Contractor Name

 Signature

 Title

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

ATTACHMENT “D”

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

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

DATE CONTRACTOR’S NAME

SIGNATURE

TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S30-T24149

Anti-Collusion Statement

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

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S30-T24149

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.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S30-T24149

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S30-T24149

I. Pay or Play Program Elements

A. Purpose

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

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
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.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S30-T24149

II. Documentation and Reporting Requirements

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

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

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

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

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

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

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

III. Compliance and Enforcement

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

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

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S30-T24149



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

