

<p>STRATEGIC PURCHASING DIVISION</p>	<p><b>CITY OF HOUSTON, TEXAS</b>  <b>NOTICE OF REQUEST FOR PROPOSAL (RFP)</b>  <b>SOLICITATION NO.: S17-T24541</b></p>	<p><i>"PARTNERING TO  BETTER SERVE  HOUSTON"</i></p>
--	--	--

NIGP CODE: 680-87

SOLICITATION DUE DATE/TIME: August 1, 2013 at 2:00 P.M., CST

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

DESCRIPTION: IN CAR VIDEO CAMERA SOLUTION  
FOR THE HOUSTON POLICE DEPARTMENT

PRE-PROPOSAL CONFERENCE:	<table border="0"> <tr> <td><i>Date</i></td> <td><i>Time</i></td> <td><i>Location</i></td> </tr> <tr> <td>July 8, 2013</td> <td>2:00 P.M.</td> <td>SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002</td> </tr> </table>	<i>Date</i>	<i>Time</i>	<i>Location</i>	July 8, 2013	2:00 P.M.	SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002
<i>Date</i>	<i>Time</i>	<i>Location</i>					
July 8, 2013	2:00 P.M.	SPD, 901 Bagby, Conference Rm. 1 (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:

Murdock Smith III

Name

[murdock.smith@houstontx.gov](mailto:murdock.smith@houstontx.gov)

E-Mail Address



T. Alvin Wheeler  
City Purchasing Agent

6-28-23

Date

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S17-T24541**

**1.0 SUBMITTAL PROCEDURE:**

1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) 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, Murdock Smith, telephone: 832.393.8725, fax: 832.393.8759, or e-mail (preferred method to): [murdock.smith@houstontx.gov](mailto:murdock.smith@houstontx.gov), no later than Wednesday, July 10, 2013 at 2:00 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).

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S17-T24541**

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

**10.0 NO CONTACT PERIOD:**

- 10.1 Neither Offeror(s) nor any person acting on Offeror(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S17-T24541**

solicitation through the pre-award phase and up to the award, aside from Offeror's formal response to the solicitation, communications publicly made during the official pre-proposal conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Offeror(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Offeror. However, nothing in this paragraph shall prevent an Offeror from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

**REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK**

## UNIFORM INSTRUCTIONS TO OFFEROR(S) SOLICITATION NO. S17-T24541

- 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 **November 1, 2013** 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.

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S17-T24541**

- 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.

# GENERAL TERMS AND CONDITIONS

## SOLICITATION NO.: S17-T24541

### 1.0 INDEMNITY AND RELEASE:

#### 1.1 RELEASE

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

#### 1.2 INDEMNIFICATION

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

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

# GENERAL TERMS AND CONDITIONS

## SOLICITATION NO.: S17-T24541

### 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:

## GENERAL TERMS AND CONDITIONS

### SOLICITATION NO.: S17-T24541

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.)

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

## GENERAL TERMS AND CONDITIONS

### SOLICITATION NO.: S17-T24541

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

**GENERAL TERMS AND CONDITIONS**  
**SOLICITATION NO.: S17-T24541**

3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

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

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

**4.0 CONTRACTOR PERFORMANCE LANGUAGE:**

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

**5.0 INSPECTIONS AND AUDITS:**

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

**6.0 INTERPRETING SPECIFICATIONS:**

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude 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.**

**8.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:**

**GENERAL TERMS AND CONDITIONS**  
**SOLICITATION NO.: S17-T24541**

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

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

**SPECIAL TERMS AND CONDITIONS**  
**SOLICITATION NO.: S17-T24541**

**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 **11%** 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**  
**SOLICITATION NO.: S17-T24541**

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

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

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

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

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

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

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

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	June 28, 2013
Pre-Proposal Conference	July 8, 2013
Questions from Proposers Due to City	July 10, 2013
Proposals Due from Offeror(s)	August 1, 2013
Notification of Intent to Award ( <i>Estimated</i> )	September 17, 2013
Council Agenda Date ( <i>Estimated</i> )	October 23, 2013
Contract Start Date ( <i>Estimated</i> )	November 1, 2013

**REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK**

# SPECIFICATIONS / SCOPE OF WORK

## SOLICITATION NO.: S17-T24541

### 1.0 Background

- 1.1 The Police Department (HPD) wishes to consider proposals for a In Car Video Solution 250ea that will serve as tools to increase the effectiveness and productivity of the HPD, The Solution will be deployed with mobile cameras mounted on patrol vehicles equipped with the In Car Video Solution system. The Solutions should include any and all software, hardware, and services delivered as a single Solution.
- 1.2 The Camera systems will offer substantial capability to increase HPD's capabilities with regard to Homeland Security by increasing the department's ability to video suspects in vehicles wanted in possible terrorism investigations, possible DWI/DUI cases and providing data for analysis of suspicious or post-event investigations.
- 1.3 This Scope of Work (SOW) includes information about HPD facilities and details specific requirements for responding to the SOW. Proposals will address the immediate needs of HPD and the long-term goals of the organization as set forth in this document. The services and expertise needed for this project include installation, configuration, training, analytical instrument interfacing, and integration with other software components, and deployment consulting and assistance. Ongoing maintenance and support, including product upgrade assistance is required, possibly with the commitment of a long-term service agreement.
- 1.4 The Contractor is expected to provide a comprehensive Solution that gives a patrol officer quick and almost effortless operation. This increases the overall security of the patrol officer as well as the general driving public, while making the public roadways an increasingly difficult medium for criminal activity. The Contractor will be responsible for all tasks required to make the proposed solution successfully operational.
- 1.5 The specifications listed herein are not intended to be restrictive in any way. The intent is to provide potential responders a basic guideline for what type of hardware and software are acceptable for mobile video camera systems. HPD encourages Contractors to provide alternatives for evaluation by HPD provided they meet or exceed the quality of the requirements listed.

### 2.0 Purpose

- 2.1 The purpose of this SOW is to outline the project requirements for delivering an In Car Video Camera Solutions to HPD.
- 2.2 This SOW is the authoritative reference defining which functions and features are required by HPD in fulfillment of the project.
- 2.3 HPD is seeking only one Contractor to be responsible for all phases of the contract. The Contractor will provide a Solution that encompasses all phases, using reliable, proven, and dedicated resources and/or sub-contractors. The prime Contractor will be responsible for all deliverables on this project.
- 2.4 The Contractor can submit multiple Solutions through multiple proposals, but each one must be comprehensive and meet all HPD requirements.
- 2.5 The new Solution will be assessed for user performance, user satisfaction, and usefulness within HPD; and the Contractor will be required to perform an installed system demo with end-users.
- 2.6 The Contractor will be required to assist in planning, analyzing, designing, implementing, evaluating, and testing the hardware and software with HPD technical team and end-users to insure all requirements from end-users and senior management have been accommodated.

### 3.0 Project Goal

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

- 3.1 A Solution that requires minimal direct action by an officer and will have ease of use.
- 3.2 A Solution that automatically records and alerts the officer via the patrol vehicle's existing Mobile Data Computer (MDC).
- 3.3 A Solution that will store all video information in an internal database for both current and future analysis and/or action. At a minimum, the following data should be captured and stored in the In Car Video Solution for all Videos: GPS, Light bar activation, Speed of vehicle, Emergency equipment activation, etc.

**4.0 In Car Video Camera Requirements**

- 4.1 The following requirements are presented as twelve components. Contractor responses and subsequent evaluations are expected to be along these lines. However, a comprehensive and integrated Solution is required.

Section#	IN CAR VIDEO REQUIREMENTS
<b>1.0</b>	<b>GENERAL SYSTEM REQUIREMENTS</b>
1	Contractor to provide a selection of violation types, for the contacts being made, that can be captured in the vehicle at the time of the event which can be "user defined" (i.e., DUI, traffic, case #, gender, race, etc.).
2	Contractor to provide detection for "low car battery voltage" situations (below 11 volts) where system automatically "shuts off" so the car can be started without damage to the data storage unit or the recording device.
3	Contractor to provide an in-car unit that can be mounted in a overhead console of the vehicle and no part of the unit (monitor, camera, etc.) will block visibility to the rearview mirror. Note: The recorder and power module are separate components. The recorder can be console mounted and the power module is mounted in the trunk or in a pickup truck. Both are small form factors and do not occupy much space.
4	The Digital Video Management System (DVMS) Contractor to provide a system administrator the rights to set variable user profiles and access right for users including view only, export, archive, delete, or purge via Microsoft active directory.
5	Contractor to provide a camera/recorder that contains a system status indicator when the storage device is inserted and operational. This can be shown in two ways: The first is that after each video recording the system shows a message "processing video" once this is complete, the video has been successfully recorded. Also, the Officer can go to the "Playback" screen to see the logs of all the video stops, which would show storage inserted and operational.
6	Contractor to provide an "indicator" light on the camera/recorder that enables the Officer to see that the unit is "on and recording" when outside of the patrol car. The In-Car digital system Contractor to provide "Power on" button that has an LED light showing the status of the system being on/off.
7	Contractor to provide a two speed "fast forward" function in the vehicle that enables the Officer to perform a video advance at the "regular" fast forward speed (1x) as well as a fast forward that is two times the speed of the "regular" video advance (2x). On the "Playback" screen an officer can select from his/her list of stops. On this screen there is a timeline similar to a "Window's Media Player". Once the officer presses the "Fast Forward" (there are two Fast Forward a 1x and a 2x) it will display how fast next to the time line. Note: Since it is a touch screen the officer can drag or press anywhere on the play head to get to the designated part of the video.
8	Contractor to provide "review/playback" of captured video while the system concurrently continues to record video footage.

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

9	Contractor shall provide both video and sound playback to occur during an in-car review of video.
10	Contractor shall provide built-in speakers that can be mounted in a overhead console unit, for video play back with a volume control so the user can adjust the audio level.
11	Contractor shall provide system controls or indicators that are illuminated when activated and equipped with a brightness control. The hardware and software require the Contractor to provide many indicators that show that status of recording, light bars, microphones, etc.
12	<p>At a Minimum Contractor shall provide fields in the system to input the following designated information in the vehicle for each event captured:</p> <ul style="list-style-type: none"> <li>• Ticket Number (Contractor shall provide 2 ticket number fields)</li> <li>• Incident number field (case number) and check digit field</li> <li>• Agency Originating Number</li> <li>• Collision Report Number</li> <li>• Patrol Car Unit Number</li> <li>• Employee ID # (Officer ID number is already associated with the video once he/she logs into the system. There is another field at log-in to associate a partner, if needed)</li> </ul> <p>The DVMS software can be configured to collect information that needs to be associated with each video. This is easily achieved with the touch screen. A Officer can bring up an alphanumeric pad to enter in this data if required.</p>
13	Contractor shall provide all components of the in-car digital video system in compliance with Federal Communications Commission (FCC) standards.
14	<p>Contractor shall provide a system that captures and records the following ancillary information and displays it on the in-car monitor (display) as well as including it on the in-car digital video file when it is copied to another media type (CD/DVD) so the metadata is present when the media is viewed:</p> <ul style="list-style-type: none"> <li>• GPS data</li> <li>• Emergency equipment activation</li> <li>• Patrol vehicle brake activation</li> <li>• Patrol vehicle speed</li> <li>• Radar input data (support most major manufacturers of Radar input data)</li> <li>• Name of person (Officer) and Employee Number capturing video</li> </ul> <p>The hardware and software has many ports (serial, Ethernet, firewire, USB, I/O) to integrate peripherals. The software is set up to configure the settings to receive the information needed.</p>
15	Contractor shall provide GPS - The system must offer the capability of maintaining the location of the patrol vehicle by Global Positioning System (GPS). When installed, the system shall be able to show vehicle coordinates and speed in the on screen text and recorded meta data. Additionally, GPS shall allow the system to automatically and continually update its date and time to ensure accuracy across the fleet.
16	Contractor shall provide a "bookmark" feature in the vehicle that enables the Officer to "bookmark" a specific incident (such as light bar status change, microphone on/off, etc.) on the video while it is being created as well as being able to create bookmarks after the video has been recorded.
17	Contractor shall provide a textual field associated with the created bookmarks so the Officer can add comments or information (i.e., vehicle description, suspect information, case

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

	information, item being thrown from vehicle, or any other relevant comments).
18	Contractor shall provide "snapshot" feature that will enable Officers to take snapshots in the vehicle at any time during the recording of an event. The snapshot is stored as a JPEG or Bitmap file in a designated location on the video storage device in the car.
19	Contractor shall provide a "generic", industry standard, MPEG4 output format that can be edited by industry standard (or de facto standard) redacting software.
20	Contractor shall provide a full and complete set of in-car video operating instructions with each purchased system.
21	Contractor shall provide a full and complete set of "back office" operating instructions for each "back office" system.
22	Contractor shall provide a complete set of detailed instructions on how to install the in-car video system along with associated wiring diagrams in paper and electronic format.
23	Contractor shall provide a system that can integrate with a Mobile Data Computer (MDC). The system has a built in software client that mirrors the In-Car interface that will communicate between the System and the MDC for viewing, controlling, and inputting data.
24	Contractor shall provide equipment warranty that will guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within one (1) year from date of Purchasers installation due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements will be made with celerity and without charge to the Purchaser. The cost of installation of these replacements will be borne by the Purchaser.
25	Contractor shall provide a fully integrated system supplied and warranted by one company for a single point of accountability.
26	Contractor shall provide a Consolidated Hardware Enclosure To eliminate unnecessary cables and connections and to ensure reliable data transfer, the DVR drive and all system processing circuitry and hardware shall reside in the same hardware enclosure and shall be IP68 rated.
27	Contractor to possess a knowledge base and skill sets in managing networks, storage solutions, and the integration skills to accommodate a citywide deployment of networked servers and digital video upload stations.
28	Contractor shall provide product training to <b>Officers and Public Disclosure Officers</b> (Back Office personnel). Training activities include, but are not limited to: <ul style="list-style-type: none"> <li>1. In Car Operations <ul style="list-style-type: none"> <li>a. System Hardware Capabilities</li> <li>b. Features and Functionality</li> </ul> </li> <li>1. CPU/Recorder</li> <li>2. Microphones (Officer and Backseat)</li> <li>3. Camera</li> <li>4. Touch-screen Monitor <ul style="list-style-type: none"> <li>c. System Software Capabilities</li> <li>d. Features and Functionality <ul style="list-style-type: none"> <li>▪ User Interface</li> <li>▪ Log-In</li> <li>▪ System Initiation</li> <li>▪ Data Entry</li> <li>▪ Playback</li> <li>▪ Exiting system</li> </ul> </li> </ul> </li> </ul>

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

	<ol style="list-style-type: none"> <li>2. Video Transfer             <ol style="list-style-type: none"> <li>a. Check-in / Check-out Procedures</li> </ol> </li> <li>3. DVMS System Operation and Management:             <ol style="list-style-type: none"> <li>a. Log In</li> <li>b. Up Load Video &amp; Data</li> <li>c. Viewing and Searching Video</li> <li>d. Retain Video &amp; Data</li> <li>e. Export Video &amp; Data - DVD, CD, VHS tape, etc.</li> <li>f. Special Feature - Image Enhancement</li> </ol> </li> </ol>
29	<p>Contractor shall provide product training to <b>Technology Services Command Technicians</b> (Back Office equipment administration personnel). Training activities include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. System Overview</li> <li>2. DVMS Software System Flow</li> <li>3. DVMS System Operation and Management:             <ol style="list-style-type: none"> <li>a. Log In</li> <li>b. User Account Management</li> <li>c. Mobile HDD Account Management</li> <li>d. Vehicle/Mobile Unit Set Up</li> <li>e. Up Load Video &amp; Data</li> <li>f. Check-in / Check-out Procedures</li> <li>g. Viewing and Searching Video</li> <li>h. Retain Video &amp; Data</li> <li>i. Export Video &amp; Data - DVD, CD, VHS tape, etc.</li> <li>j. Special Feature - Image Enhancement</li> </ol> </li> <li>4. System Configuration and Profile Management</li> <li>5. DVMS Maintenance - Video and Data Maintenance</li> <li>6. Server Maintenance - Administrative Reports</li> <li>7. Security - Server, Workstation &amp; Mobile Unit Security Settings</li> <li>8. Create and Setup Client Workstation</li> </ol>
30	<p>Contractor shall provide product installation and training to Fleet (vehicle installation/maintenance personnel). Installation and training specifications listed below:</p> <ul style="list-style-type: none"> <li>• Installation activities include, but are not limited to:             <ul style="list-style-type: none"> <li>▪ Contractor assists with basic recommendations for system design, site certification and selection of features for acceptance</li> <li>▪ Install in-car digital video system in vehicle</li> <li>▪ Configure in-car video equipment for standard video capture operation</li> <li>▪ Test proper functions of the in-car video equipment using test data for up to 10 minutes of video capture</li> <li>▪ Define the procedure for in-car video capture based upon standard operating procedures in effect</li> <li>▪ Test the procedure with up to two (2) personnel. Revise procedure as necessary</li> <li>▪ Verify installed system works as specified</li> <li>▪ Train Fleet technicians during installation (knowledge transfer)</li> </ul> </li> <li>• Training activities include, but are not limited to:             <ul style="list-style-type: none"> <li>▪ System overview</li> <li>▪ System requirements</li> </ul> </li> </ul>

## SPECIFICATIONS / SCOPE OF WORK

### SOLICITATION NO.: S17-T24541

	<ul style="list-style-type: none"> <li>▪ Electrical requirements</li> <li>▪ Components</li> </ul>							
31	<p>Contractor shall provide the installation and testing of Back Office hardware/software system. Installation activities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Install back office <b>hardware</b>: <ul style="list-style-type: none"> <li>▪ Assess and design the integration of the server into the internal network</li> <li>▪ Install all storage devices (disk and/or tape library)</li> <li>▪ Install the DVMS server and integrate into the existing IP network</li> <li>▪ Burn-in hardware</li> <li>▪ Test/verify hardware is installed correctly and works as specified</li> </ul> </li> <li>• Install back office <b>software</b>: <ul style="list-style-type: none"> <li>▪ Install software – DVMS software.</li> <li>▪ Configure the DVMS server, storage devices (disk and/or tape library) and all other DVMS associated software</li> <li>▪ Verify proper operation (basic functions) of the DVMS server by demonstrating the input, cataloging/indexing, query, and management functions of the software</li> <li>▪ Test/verify all software is installed, configured correctly, and works as specified</li> </ul> </li> </ul>							
32	<p>Contractor shall provide the capability to copy a digital video file to other media. There are multiple methods to copy a video to CD/DVD, depending on the user's requirements. In any case, all video files are transferred pixel for pixel with NO conversion, maintaining the original format and integrity of the video. All video files are stored in standard, non-proprietary formats that can be played by any standard Windows platform that has the proper Codes installed.</p> <p>In most cases, the videos will be periodically uploaded to a DVMS server from the in-car unit. Depending on the users' access rights and privileges, they would be able to search for a video, select a video and easily burn it to CD/DVD without conversion from the DVMS client.</p>							
33	<p>Contractor shall provide a compression technique that will generate the following size video file for 1 hour of video:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Compression Type</th> <th style="text-align: center;">File Size for One Hour of Video</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">MPEG 4</td> <td style="text-align: center;">(estimated at) 250 MB</td> </tr> </tbody> </table>	Compression Type	File Size for One Hour of Video	MPEG 4	(estimated at) 250 MB			
Compression Type	File Size for One Hour of Video							
MPEG 4	(estimated at) 250 MB							
34	<p>Contractor shall provide the following transfer times to upload or transfer four (4) hours of video recording to the back office server:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Transfer Mechanism</th> <th style="text-align: center;">Compression Format</th> </tr> <tr> <th style="text-align: center;">MPEG 4</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">HDD</td> <td style="text-align: center;">(estimated at) 2 minutes</td> </tr> <tr> <td style="text-align: center;">Wireless</td> <td style="text-align: center;">(estimated at) 5 minutes</td> </tr> </tbody> </table>	Transfer Mechanism	Compression Format	MPEG 4	HDD	(estimated at) 2 minutes	Wireless	(estimated at) 5 minutes
Transfer Mechanism	Compression Format							
	MPEG 4							
HDD	(estimated at) 2 minutes							
Wireless	(estimated at) 5 minutes							
35	<p>Contractor shall provide Video storage – There will be no external video storage allowed. All storage will be done on the HPD internal network.</p>							
36	<p>Contractor shall provide "viewing and listening" to video files based on Industry Standard Video Formats which does not require the purchase of proprietary software for encryption or any other purpose.</p>							
37	<p>Contractor shall provide Administrator/Supervisor Controls - The system must have the ability</p>							

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

	to restrict access to any and all settings by way of Administrator/Supervisor passwords. Multiple Administrator/Supervisor and Administrator/Supervisor passwords must be supported.
38	Contractor shall provide Record Triggers - The emergency lights, siren, auxiliary, wireless microphone, and crash detection sensor can all be programmed to automatically activate the recorder.
39	Contractor shall provide Auto Stop - The system must have a means of detecting when the system is inadvertently left in record mode. The system must allow an option to prompt the user or automatically stop the record event.
<b>2.0</b>	<b>LCD DISPLAY REQUIREMENTS</b>
40	Contractor shall provide High Performance LCD Display - The system shall have a liquid crystal display (LCD) non-glare that is no less than five (5) inches (measured diagonally). The display shall have a typical brightness rating of at least 400 nits, a typical contrast ratio of at least 350:1, and a minimum viewing angle of 50 degrees left and right of center for a total of 100 degrees horizontally, or better. The monitor (display) will operate independently of the recording device so the system continues to function even if the monitor is not displaying a picture.
41	Contractor shall provide Split Screen - The user shall have the ability to display any two cameras on screen in a split screen format.
<b>3.0</b>	<b>CAMERA REQUIREMENTS</b>
42	Contractor shall provide a monitor (display) adjustment so the brightness can be adjusted for different shifts and time of day.
43	Contractor shall provide a camera system that is installed in the headliner of the vehicle with the camera close to the front windshield. Contractor shall provide a "rearview" camera to capture activity in the back seat of the patrol car that the Officer can switch from a forward facing camera to the rear facing camera with the flip of a switch.
44	Contractor shall provide a review camera facing out of the rear window for viewing of approaching objects.
45	Contractor shall provide a camera that can be rotated quickly with one hand and does not require the Officer to use both hands to rotate camera and point it in a different direction.
46	Contractor shall provide a camera with automatic and manual focus capabilities.
47	Contractor shall provide a camera equipped with light control which turns backlight on and off so as not to illuminate the user in darkened conditions.
48	Contractor shall provide Infrared Illumination - The combination camera shall have rear facing infrared illumination for back seat recording in low light conditions.
49	Contractor shall provide Nighttime Optimization - The camera's nighttime optimization setting (Night Mode) must engage and disengage automatically by the DVR without any user intervention in order to eliminate the possibility of the user forgetting to enable Night Mode.
50	Contractor shall provide Separate Audio Channels - In order to isolate the audio during playback between the wireless microphone and the cabin microphone using a standard left/right stereo fader control, the system shall record the two audio tracks separately onto the left or right channel.
51	Contractor shall provide Multiple Camera Support - The system must support a minimum of three (3) cameras. Users must be able to activate the cameras through the system's graphical menu. LED indicators for each camera shall be present and illuminate when its corresponding camera is active.
52	Contractor shall provide Zoom Camera - The front zoom camera shall be capable of a total zoom of 22x optical zoom and capable of up to a 12x digital zoom or better.

## SPECIFICATIONS / SCOPE OF WORK

### SOLICITATION NO.: S17-T24541

53	Contractor shall provide Camera Controls - The front zoom camera must have backlit controls on the camera back for auto-zoom, zoom in, zoom out, auto-focus, focus far, focus near, back light compensation, and night view mode. All camera controls shall also be accessible using the system front panel.
54	Contractor shall provide Sony EX-View Camera - The front camera shall be equal to or better than the Sony EX-VIEW chipset with Anti-Blooming and up to 0.03 LUX sensitivity. Proof of "equal" shall be the responsibility of the proposer and shall be submitted with the proposal if not using the Sony EX-VIEW chipset.
55	Contractor shall provide Backseat Camera - The back seat camera must be a high resolution color camera with at least 450 TV lines of resolution and Contractor shall provide at least 0.35 LUX sensitivity or better. A minimum viewing angle of 50 degrees left and right of center for a total of 100 degrees horizontally or better. Black & White cameras shall not be acceptable.
56	Contractor shall provide Covert Recording - To allow the user to covertly record, the system shall have the ability for the user to quickly disable the system's screen and LED indicators while remaining in its current recording state.
57	Must have the following Mil Specs or greater HIGH TEMPERATURE: MIL-STD 810G Method 501.5 LOW TEMPERATURE: MIL-STD 810G Method 502.5 TEMPERATURE SHOCK: MIL-STD 810G Method 503.5 HUMIDITY: MIL-STD 810G Method 507.5 VIBRATION: MIL-STD 810G Method 514.6 DROP/SHOCK: MIL-STD 810G Method 516.6
58	Contractor shall provide the system with all cables necessary for a complete vehicle installation including all power cables, all vehicle system input cables, etc.
59	Contractor shall provide Remote Control Interface - Contractor must publish a remote control interface that allows integrators of technology such as (but not limited to) Project 54 to develop compliance and functionality with the in-car video system.
60	Contractor shall provide Free System Software Upgrades - System shall have the ability to easily upgrade the software features by inserting a solid state drive (SSD) or server download with an updated firmware file. Firmware updates shall be free for the life of the product.
61	Contractor shall provide Software Licensing and Annual Fees - Configuration Management and DVD Copying software shall be able to be installed on any workstation or laptop owned by the agency, at the agency's discretion, without any software license fees or annual maintenance fees.
<b>4.0</b>	<b>RECORDER REQUIREMENTS</b>
62	Contractor shall provide removable storage media that can be secured by locking the storage media to prevent theft.
63	Contractor shall provide a 30-60 second "pre-event" recording duration. Pre-event recording can be set to anywhere from 10 seconds to 10 minutes.
64	Contractor shall provide an indicator that identifies how much storage space remains on the video storage device. Contractor shall provide a few indicators to show storage space availability. Once the Officer logs in, the screen will show how much video is available and then once the HDD starts getting full a message will come up indicating that there are only 3 hours of video remaining.
65	Contractor shall provide a removable storage media capable of recording events uninterrupted for a minimum of 30 hours (using an industry standard, non-proprietary,

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

	"generic" MPEG4 compression format).
66	Must have the following Mil Specs or greater HIGH TEMPERATURE: MIL-STD 810G Method 501.5 LOW TEMPERATURE: MIL-STD 810G Method 502.5 TEMPERATURE SHOCK: MIL-STD 810G Method 503.5 HUMIDITY: MIL-STD 810G Method 507.5 VIBRATION: MIL-STD 810G Method 514.6 DROP/SHOCK: MIL-STD 810G Method 516.6
67	Contractor shall provide Integrated Automotive Grade Hard Drive - To ensure recording under all conditions, the system shall have an integrated automotive grade hard drive at least 500 gigabytes in size. The hard drive shall have a shock tolerance of at least 200Gs and an operational temperature range of -30C to +85C degrees. The Hard Drives shall be solid state.
68	Contractor shall provide a Graphical User Interface - For ease of operation, the system settings, hard drive playback, and Administrator/Supervisor controls are to be accessed through a graphical user interface. No text based user interfaces shall be acceptable. System keys and buttons shall provide a tactile feedback and an audio feedback on key presses.
69	Contractor shall provide No Deleting or Overwriting Video Shall be Possible - To guarantee data security and integrity, the system shall be able to ensure that the user cannot delete, edit, or erase video data from either the hard drive buffer or the DVR disc.
<b>5.0</b>	<b>MICROPHONE REQUIREMENTS</b>
70	Contractor shall provide wireless microphones that contain the following features: <ul style="list-style-type: none"> <li>• Wireless operation - transmitter (no wires to get tangled or damaged) must be small, compact, and waterproof. The wireless microphone (transmitter) consistently communicates with the built in receiver with the ability to send commands and receive commands.</li> <li>• Can activate the camera system from outside the vehicle. The microphone system is bi-directional so the system can receive commands via the transmitter (officer microphone); i.e., the camera can be activated from outside the vehicle.</li> <li>• Can be moved between in-car video systems without manual reprogramming of frequencies or channels. The microphone system Contractor shall provide an easy way of syncing the microphone with each receiver. The microphone can go with the officer to another vehicle, which can then be synchronized without reprogramming frequencies or channels.</li> <li>• The system must include a digital 2.4 GHz-5.0 GHz wireless microphone system consisting of a belt pack transceiver and a charging /synchronization base.</li> <li>• The belt pack transceiver must include a replaceable lithium ion rechargeable battery. The transceiver must have its primary audio pick-up built into the transmitter so full operation is possible without a wired lapel microphone.</li> <li>• The microphone shall have the ability to filter out ambient noise and auto adjust itself accordingly.</li> <li>• The microphone shall have the ability for remote listening of conversations taking place in the patrol car.</li> </ul>
71	Contractor shall provide a wireless microphone (transmitter) that is fully operational for a 10 hour shift without recharging batteries (on a single charge). The microphones at full charge shall provide up to 18 hours of continuous operation time.
72	Contractor shall provide a wireless microphone (transmitter) that does not exceed the following measurements: 3.5" x 2.25" x 1.1". The wireless microphone shall include an in-car

## SPECIFICATIONS / SCOPE OF WORK

### SOLICITATION NO.: S17-T24541

	charging / docking base that automatically synchronizes the communication link when the belt pack transmitter is docked into the base. The Base must also have LED indicators for “charging” state an “in-use” state.
73	Contractor shall provide each system with an internal cabin microphone that will record on a separate sound track from the wireless microphone system when activated. This microphone must be amplified in order to clearly pick-up even the faintest of conversations. Additionally, this microphone must be wired and extendable so that it may be installed in an optimal location for any type of vehicle.
74	Contractor shall provide Microphone Power Management - To simplify installation, the charging/docking station must draw power from the video system, and does not require running additional power cables from the vehicle's electrical system. In addition, when the system is turned off, it must automatically cut power to the Charging Base after allowing the wireless transceiver to fully charge in order to minimize power drain on the vehicle's battery.
75	Contractor shall provide a visual and audio notification to the Officer when the microphone battery is getting low.
76	Contractor shall provide a “microphone indicator”, when microphone is “on”, that is visual, audible, and vibrate mode capable of notifying the Officer.
77	Contractor shall provide a wireless microphone receiver (can be mounted in a overhead console) that is equipped with a linking device or station, which synchronizes the operating transmitter frequency to the in-car video system being used.
78	Contractor shall provide a wireless microphone that can be automatically synchronized to a recording device, and the wireless microphone transmitter will control that selected device only and no others within a 500 foot radius.
79	Contractor shall provide a wireless microphone receiver antenna (can be mounted in a overhead console) that is not visible as required by the undercover vehicles.
<b>6.0</b>	<b>WI-FI REQUIREMENTS</b>
80	<p>Contractor shall provide WiFi and wired connectivity for down loading of videos from the video recorder to the DVMS. WiFi shall be 802.11n or better.</p> <p><b>Requirements</b>  Wi-Fi Wireless docking is a, fast, hands-free method of transferring data from the vehicle to the Web-based back office.  Drive by or park in the docking zone and docking begins automatically. Even if the vehicle is turned off the docking process should proceed.  The Wi-Fi will be able to interface with the vehicle laptop or externally using a Wi-Fi Bridge.</p> <p><b>Latest Technology</b>  USB Wi-Fi Bridge use 802.11n dual band technology (2.4 GHz and 5 GHz). Uploading is faster with less interference in the 5 GHz band.</p> <p><b>Automatic Docking</b>  Data transfer should be configured to automatically start when the vehicle is in the proximity of a valid access point. <i>Upload can also be initiated manually.</i></p> <p><b>Access Point</b>  The dual band Access Point is IP65 rated for outdoor use with a built-in antenna and ports for attaching external antennas if needed. Powered by Power-over-Ethernet (PoE), cabling.</p> <p><b>Video Ingestion and Uploading</b>  The Digital Evidence Management solution shall support the automatic uploading of video and metadata utilizing wireless 802.11 (a/g/b/n) Uses an intelligent, load balanced data transfer system capable of downloading a minimum of five vehicles at one time.  The wireless transfer of the data shall be automatic and not require manual intervention. It commences as the car enters a designated access zone (hot spot) and automatically transfers, confirms receipt of, and clears the DVR's memory appropriately.  The solution shall support a manual backup to the wireless transfer that includes the physical transfer of the data from the DVR using solid-state media.</p>

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

7.0	BACK OFFICE REQUIREMENTS (DIGITAL VIDEO MANAGEMENT SYSTEM – DVMS)
81	<p>Contractor shall provide searching for digital video files by the following key fields:</p> <ul style="list-style-type: none"> <li>• Employee Number</li> <li>• Ticket Number (Contractor shall provide 2 ticket number fields)</li> <li>• Incident number field (case number)</li> <li>• Date range</li> <li>• Event type (cause of traffic stop) - event types are defined by the system administrator</li> <li>• Ticket number</li> <li>• Driver's license number</li> <li>• Name of violator (first name, last name, or both)</li> <li>• Violator address, street name, city, state and zip code</li> </ul> <p>The event types are defined by the system administrator.</p>
82	Contractor shall provide a searchable "comments" field. Software in the in-car unit has a text input field for the officer to enter comments. These comments can be used to search videos.
83	Contractor shall provide captured metadata in a searchable database that can be used to create specialized reports. Software DVMS shall use Microsoft SQL Server Database to store captured metadata. Data stored in DVMS can also be used by the police department's IT personnel to generate specialized reports.
84	Contractor shall provide a DVMS that stores digital video files on the server where they are logged, indexed, searchable, and accessible by workstations on the LAN. The software DVMS stores digital video files on the server's attached SAN storage and subsequent backup system. The video files are logged and indexed for fast search and easy access by the workstation on the LAN.
85	Contractor shall provide a DVMS that can "receive/log/track" the removable mass storage devices located in the vehicles. The software DVMS tracks the usage and status of each in-car storage device (mobile hard drive) and maintains a complete activity log for each hard drive.
86	Contractor shall provide a DVMS that can transfer 4 hours of video (MPEG4) from the removable storage media to the back office server in 4 minutes or less.
87	Contractor shall provide a DVMS that can burn CD/DVD's that start up (self-loading), when inserted into an industry standard Windows workstation. The software DVMS can export videos in standard MPEG format (1, 2, 4). Microsoft Window's 7 or later Contractor shall provide an auto-play feature that can pick up any video files DVMS burns to a CD/DVD.
88	Contractor shall provide a DVMS that can log and track all captured video that is copied from the removable mass storage device in the vehicles to the back office server, this includes when the videos are uploaded, reviewed, and exported.
89	Contractor shall provide a DVMS that can "flag" digital video criminal files, which must be retained for unlimited year period, so they are not erased/deleted within that period of time. The software DVMS Contractor shall provide a way to mark certain videos for retention. The length of the retention period is defined by the system administrator. The DVMS software shall provide the mechanism to send automated-email notifications when the retention period is almost expired for final review before purge.
90	Contractor shall provide a DVMS that can transfer/convert video data files to alternate formats (Digital Video Management System playable format, Windows Media Player format, DVD playable format, and VHS format). The software DVMS can directly transfer videos to DVMS playable and Windows Media Player formats. It uses third party add-on software to generate DVD playable format. It also uses an external DV converter to export videos to VHS format.
91	Contractor shall provide a secured "chain of custody" activity by recording and logging the following actions:

**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S17-T24541**

	<p>or wired) uploaded.</p> <ul style="list-style-type: none"> <li>Downloaded digital video file(s). The software DVMS keeps a log of video files downloaded using mobile hard drives.</li> <li>Who viewed the digital video file(s)</li> </ul> <p>Who exported the digital video file(s)</p>
92	Contractor shall provide a DVMS that produces "canned" audit reports for activities associated with digital video files. The software DVMS Contractor shall provide several management reports including an audit report on video activities.
93	Contractor shall provide "canned" statistical reports on traffic stops based on race, gender, age, violation, or event types.
94	Contractor shall provide Contractor shall provide "canned" daily operation summary reports on video archiving, database backup, and video file access information.
95	<p>Contractor shall provide a DVMS that once a user locates digital video file(s) can:</p> <ul style="list-style-type: none"> <li>Playback the video. The software DVMS Contractor shall provide an interface to search and playback videos.</li> <li>Update the data associated with the video. When a video is located and played back, The software DVMS Contractor shall provide an interface for the user to review and update the associated data.</li> <li>Export the video. The software DVMS Contractor shall provide a function to export video files to CD, DVD or digitally to a specified location on the network.</li> <li>Check integrity. The software DVMS Contractor shall provide a function to check the integrity of each video to ensure it has not been altered.</li> </ul> <p>Mark the video for retention. The software DVMS Contractor shall provide an interface for the user to mark certain videos for retention.</p>
96	Contractor shall provide back office capabilities/functions that run on a server with a Windows 2012 or better Server operating system.
97	Contractor shall provide a video mass storage system that uses Microsoft's SQL 2012 database or better.
98	Contractor shall provide back office capabilities/functions that run on a application/server that is Microsoft Active Directory Compliant
99	Contractor shall provide back office capabilities/functions that run on a server that is Microsoft Hyper V Compliant
100	Contractor shall provide back office capabilities/functions that run on a server separate from the database server. (i.e. database and application are on their own servers).
101	Contractor shall provide a DVMS that can be patched to current Microsoft security requirements and is able to accept all future critical Microsoft security patches. Back Office systems may be required to have current anti-virus software installed and operational. The software DVMS works with the most current Microsoft security requirements and it is not likely that it will not work with future Microsoft security patches. DVMS works with anti-virus software and can be included as part of the installation.
102	Contractor shall provide a DVMS that can manage digital video files when "scaling" to an extended tape storage device or other mass storage devices. This would include additional disk storage devices and backup systems. In addition to RAID disks, The software DVMS can work with digital tape libraries and automatic DVD burners. Contractor shall provide a complete storage solution.
103	Contractor shall provide for the back office software to integrate, replace or convert files and data with HPDs existing DVMS back office software in order to accommodate our newly installed Intoxilyzer Interview Room Camera system and Body Worn Camera System.
104	Contractor shall provide in the DVMS the ability to specify customized file naming convention.
105	Contractor shall provide in the DVMS the ability for self-problem diagnosis such as camera out of focus, failed video, microphone off, poor quality sound, no GPS signal received, officer seat belt not fastened etc. but not limited to these.
106	Contractor shall provide in the DVMS the ability stream live video at a lower resolution when

## SPECIFICATIONS / SCOPE OF WORK

### SOLICITATION NO.: S17-T24541

	the police officer presses the emergency help button.
107	Contractor shall provide in the DVMS the ability for motion detection.
108	Contractor shall provide in the DVMS the ability to integrate into a facial recognition software.
109	Contractor shall provide in the DVMS the ability for the in car video to phone home if there are problems within the system
110	Contractor shall provide in the DVMS management reports that shall include but are not limited to: <ul style="list-style-type: none"> <li>• Stuck videos</li> <li>• Uploaded videos</li> <li>• Camera maintenance reports to include out of focus, video flagged as, failed video, microphone off, seat belt unfastened, etc.</li> </ul> Any and all failures with the system
111	Contractor shall provide spare parts for the entire system for the life of the contract with COH/HPD. Spare parts are to be better than or equal to original.

#### 5.0 Project Management Responsibilities

5.1 The purpose of this activity is to establish a framework for project communications and reporting contractual activities. The Contractor will perform all the following functions with the HPD Project Manager:

- Review the SOW and any associated documents.
- Establish and maintain project communications.
- Review and administer the Project Change Control Procedure.
- Review and adhere to the HPD Enterprise Change Management Procedures.
- Develop a project schedule.
- Measure, track, and evaluate progress against the project schedule.
- Resolve deviations from the project schedule.
- Coordinate and manage the technical activities of its project personnel.
- Conduct regularly scheduled meetings with your project team to review project status and prepare status reports.

#### 6.0 Implementation Services

6.1 The proposal will include all removal and installation activities for the new devices and related equipment including the following tasks:

- The Contractor will include a pre-installation owner checklist that covers hardware, software, and staffing levels that HPD will provide.
- The Contractor will provide a list of corporate and technical reference contacts for all implementations of the Solution within the past three years utilizing the same software version that is proposed for HPD. The HPD Evaluation Team reserves the right to contact previous customers not specifically provided.
- The Contractor will identify a single individual who will serve as the primary point of contact for the implementation services.
- The Contractor will not change proposed project team personnel for which a resume is submitted without notifying the HPD Project Manager in writing within thirty (30) calendar days of the intended change. The HPD Project Manager will have the right to reasonable prior approval of any proposed project team personnel changes.
- A Contractor warranty will be provided to mitigate installations not satisfactory to HPD.
- The Contractor will remove old video equipment as directed and secure for reuse or disposal as directed by HPD.

#### 7.0 HPD Security

## SPECIFICATIONS / SCOPE OF WORK

### SOLICITATION NO.: S17-T24541

- 7.1 The Contractor must comply with HPD'S physical and technical security controls to ensure all of the security requirements are met. In addition, all of the Vendor's personnel will adhere to the rules and regulations on site.
- 7.2 The Contractor will complete the required security documents and have successful approval from HPD and Texas DPS, before the project can begin and before staff can appear on site. No employee can start working at HPD sites or with HPD equipment (in person or remotely) until a national fingerprint based background check is conducted along with the required level of training required by the Texas Crime Information Center and National Crime Information Center. Required documents for vendor and employee completion are listed below and can be found on the HPD CJIS Compliance website for Vendor Certification, <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm>:

- CJIS Security Addendum / Certification signatory page by the Vendor.
- CJIS Security Addendum Certification Sheet signed by each employee requested to have remote access to HPD's network (logical access) or physical unescorted access where criminal justice information may be transmitted, stored, or processed.
- Authorization of Release of Personal Information and Identity Verification Forms in order to conduct background checks for unescorted and or escorted access.
- Training Acknowledgement forms (TCIC/NCIC Practitioner's Course and Security Awareness) video courses.

The following link goes to the current CJIS Security Policy requirements for the state of Texas: <http://www.txdps.state.tx.us/SecurityReview/CJISSecurityPolicyv5.pdf>

- 7.3 Security is extremely important to keep HPD's information confidential and to insure protection of the public that HPD serves. Certain processes and procedures will be implemented with any new systems, and the Software Vendor will follow defined processes when working near confidential information. The following will be adhered to:

- Hard drives will have MS BitLocker encryption or a comparable method of encrypting the hard drive. All licensing, keys, or required items will be provided by the Vendor.
- An Advanced Authentication solution approved by HPD will be used to support two factor authentications.
- All hardware and software, encryption, and security of devices will meet or exceed the CJIS minimum requirements for a wireless device in a non-secured location.

*If you have any questions on the policy, contact the HPD CJIS Compliance Office or the HPD Project Manager for clarification.*

#### **8.0 Documentation**

- 8.1 The Contractor will provide HPD with documentation that includes, but not limited to hardware manuals, installation and troubleshooting guides, and hardware user guides for the equipment that will be purchased.
- 8.2 The Contractor will provide the necessary documentation, through security documents and topology diagrams that will be required to maintain State and Federal CJIS approval.

#### **9.0 Training**

- 9.1 HPD will identify staff that will need to be trained on the general use of the hardware and software. The initial training will include the following:
- An introduction to the new hardware and software.
  - Flexible individual training.
  - Training manuals and any course materials.
  - Trainees will be included in the installation activities to experience actual installation processes.

## **SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: S17-T24541**

- The Contractor will train HPD Technology Services Command (TSC) personnel in the proper installation and troubleshooting.
- The Contractor will train all HPD officers on usage of the new Solution.

9.2 Training will be for approximately 350 end-users and 4 system administrators. Contractor to provide the number of days/hours that it will take to complete the training.

9.3 The Contractor will make recommendations for on-site training and/or propose facilities for HPD personnel to configure, use, and maintain the system based on the requirements stated in this document.

#### **10.0 Warranty and Licensing**

10.1 The Contractor will provide ongoing hardware installation support for a minimum period of three years.

10.2 The Contractor will include and describe any warranties or guarantees that are applicable to the offered products and services.

10.3 The Contractor will define in the contract any warranty boundaries. At a minimum, the Solution will be warranted against deficiencies in functionality and defects in operation for a period of one year from the date of "go-live" acceptance by HPD.

10.4 The Contractor will include pricing for extending the warranty beyond three years in the form of a yearly maintenance agreement.

#### **11.0 Maintenance and Support**

11.1 The Contractor will provide any contract options offered. This will include the costs for a maintenance contract, as well as what is and is not provided.

11.2 The Contractor will include various levels of maintenance including an option for on-site support within 24 hours of notification for the lifetime of the support contract. All support options will provide upgrades, fixes, and patches at no additional charge to HPD during the period of support.

11.3 The Contractor will fully describe the various methods used to resolve reported problems.

#### **12.0 Acceptance Testing**

12.1 The Contractor will test the functionality of the hardware and software in all appropriate Divisions with HPD resources.

12.2 HPD resources will create and provide to the Vendor the Acceptance Test Plan and the Acceptance Testing document.

#### **13.0 Travel Arrangements**

13.1 HPD will not be responsible for any travel and expenses incurred by the Contractor or any sub-contractors related to onsite installation, on-site training and education activities, onsite engineering and integration services, or any other activities related to this project.

#### **14.0 Use of HPD's Facilities or Personnel**

14.1 Unless directly related to this project, the Contractor and any employees are prohibited from using HPD's facilities (such as office space or equipment) or clerical or technical personnel in the performance of services not specified in the project.

# SPECIFICATIONS / SCOPE OF WORK

## SOLICITATION NO.: S17-T24541

### 15.0 Assumptions

15.1 The following section documents the assumptions made at the time this SOW was written, additional assumptions should be amended in this section to prevent misunderstandings.

- HPD resources or staff will be available to be assigned to this project.
- The Contractor will provide the necessary technical support throughout the implementation.
- The Contractor will provide application installation, hardware requirements, and basic software troubleshooting procedures.
- HPD uses a Microsoft Windows environment using active directory.
- HPD uses Microsoft Windows 7 Ent. 32 bit on desktop computers and laptops.
- HPD uses HP servers.
- HPD uses a Compellent SAN.

### 16.0 Change Control Process

16.1 Requests to change the scope of the project can be made at any time during the project by either party. The following details the process to follow if a change to the scope of the project is required:

- A Project Change Request (PCR) will be the vehicle for communicating changes to the deployment deliverables contained in this SOW. The PCR describes the change, the rationale for the change, and the effect the change will have on the installation.
- HPD and the Contractor will review the proposed change and approve it for further investigation, rejection, or deferral. The Contractor will specify if there will be any charges or time delays for such investigation.
- A written Change Authorization will be signed by both parties to authorize implementation of the investigated changes. Under no circumstances are project team members authorized to effect any changes in the work required under this contract what so ever, or enter into any agreement that has the effect of changing the terms and conditions of this contract, or that causes the Contractor to incur any costs, without approval.
- Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

### 17.0 Ownership of Deliverables

17.1 The deliverables created by the Contractor in whole or in part while performing the services hereunder whether in physical, electronic, or other form and whether or not during regular business hours or using HPD facilities, equipment, or personnel of HPD will be the sole property of HPD free and clear, and may not be sold, given, or published in any manner without written authorization from HPD.

### 18.0 Completeness

18.1 The Contractor is responsible for providing, installing, making operational, and maintaining any and all components required to make the proposed system fully operational with a high degree of performance. Any and all software, hardware, cables, connectors, services, training documentation, or any other item that is necessary to make the systems fully functional and productive is the responsibility of the Contractor unless specifically defined as a HPD responsibility. Any oversights or omission on the part of the Contractor will be the Contractor's responsibility to provide at their cost.

18.2 The Contractor will be responsible for and will be held accountable for making sure all hardware, software, and service components are working together in the delivered Solution.

# **PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS**

## **SOLICITATION NO.: S17-T24541**

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.: S17-T24541

### 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 and Pay or Play Certificate Agreement (Exhibit X)

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

**PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS**  
**SOLICITATION NO.: S17-T24541**

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

**REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK**

**EVALUATION AND SELECTION PROCESS**  
**SOLICITATION NO.: S17-T24541**

**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 RFP Requirements	45%
2.1.2	Cost	40%
2.1.3	Financial Strength of Offeror	10%
2.1.4	Expertise/Experience/Qualifications	10%
2.1.5	M/WBE Participation	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).

**REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,  
PROPOSED SUBCONTRACTORS  
SOLICITATION NO.: S17-T24541**

PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT I – OFFER AND SUBMITTAL**  
**SOLICITATION NO.: S17-T24541**

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.: S17-T24541**

**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 – MINORITY/WOMEN BUSINESS ENTERPRISES  
CONTRACT REQUIREMENTS  
SOLICITATION NO.: S17-T24541**

PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO.: S17-T24541**

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
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO.: S17-T24541**

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.: S17-T24541**

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.: S17-T24541**

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, 7<sup>th</sup> Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**  
SOLICITATION NO.: S17-T24541

**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, 7<sup>th</sup> Floor  
Houston, Texas 77002



**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE  
SOLICITATION NO.: S17-T24541**

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):

=====CANCELLATION=====

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.: S17-T24541**

**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.: S17-T24541

## 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.	<b>General Liability</b> (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.	<b>Automobile Liability</b> (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 \$ \$ \$
	<b>Excess Liability</b>			Each Occurrence Aggregate	\$ \$
	<b>Worker's Compensation and Employee Liability</b> Other	Statutory Limits	(X) <b>Statutory Limits</b>	Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

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 IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ISO | Commercial Auto Forms | 06/01/04  
POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  (Authorized Representative)
Named Insured:	

**SCHEDULE**

<b>Name and Address of Additional Insured:</b>    
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II ) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

© ISO Properties, Inc.

©Insurance Services Office, Inc.  
©2012 Vertafore, Inc. All Rights Reserved.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

# EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S17-T24541

## ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
  2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

**Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional provision:

**Insured** means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY**

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

© ISO Properties, Inc., 2004

©Insurance Services Office, Inc.  
©2012 Vertafore, Inc. All Rights Reserved.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY**

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

©Insurance Services Office, Inc.  
©2012 Vertafore, Inc. All Rights Reserved.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY  
CG 20 11 01 96**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF  
PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II ) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

© Insurance Services Office, Inc., 1994

©Insurance Services Office, Inc.  
©2012 Vertafore, Inc. All Rights Reserved.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY**

CG 20 15 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© ISO Properties, Inc.

©Insurance Services Office, Inc.

©2012 Vertafore, Inc. All Rights Reserved.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO  
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:

Endorsement Number:

Effective Date:

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**SCHEDULE**

1. ( ) Special Waiver  
Name of person or organization
2. ( ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:  
The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by \_\_\_\_\_ Authorized Representative

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item \_\_\_\_\_ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Endorsement No.  
Premium \$

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S17-T24541**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

**Schedule**

**Name of Person or Organization: Where required by written contract.**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

**EXHIBIT V – FAIR CAMPAIGN ORDINANCE**  
**SOLICITATION NO.: S17-T24541**

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.: S17-T24541**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

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

**SOLE PROPRIETORSHIP**

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

**A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state “none”):**

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

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

**A CORPORATION**

**List all directors of the corporation (if none state “none”):**

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

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

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

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN  
SOLICITATION NO.: S17-T24541**

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.: S17-T24541**

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.: S17-T24541**

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

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

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.: S17-T24541

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.: S17-T24541**

**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.: SOLICITATION NO.: S17-T24541**

- (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.: SOLICITATION NO.: S17-T24541**

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

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.: SOLICITATION NO.: S17-T24541**

I, \_\_\_\_\_ as an owner or officer of  
 \_\_\_\_\_  
 \_\_\_\_\_ (Contractor)  
 \_\_\_\_\_  
**(Name) (Print/Type) (Title) (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.: S17-T24541**

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.: SOLICITATION NO.: S17-T24541**

**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.: S17-T24541**

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 1<sup>st</sup>** 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 1<sup>st</sup> and September 1<sup>st</sup> 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.: S17-T24541

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">Signature of person doing business with the governmental entity</p> <p style="margin-left: 400px;">_____</p> <p style="margin-left: 400px;">Date</p>		

# EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

## SOLICITATION NO.: S17-T24541

### 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.: S17-T24541**

### **II. Documentation and Reporting Requirements**

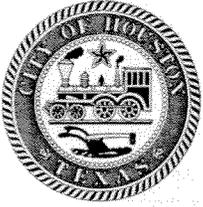
- A. Document that must be signed and returned to administering department with the Bid/Proposal.
1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.
- B. Documents that must be signed and returned 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.: S17-T24541**



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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

**EXHIBIT X – FORM “2”  
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT  
SOLICITATION NO.: S17-T24541**

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

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

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

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

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

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

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

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

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

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

Please select whether you choose to:	Pay	Play	Both

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

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

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

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

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