

<p>STRATEGIC PURCHASING DIVISION</p>	<p>CITY OF HOUSTON, TEXAS NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: S30-T24656</p>	<p><i>"PARTNERING TO BETTER SERVE HOUSTON"</i></p>
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NIGP CODE: 990-46

SOLICITATION DUE DATE/TIME: February 20, 2014 at 2:00 P.M., CST

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

DESCRIPTION: SECURITY GUARD SERVICES FOR THE CITY OF HOUSTON

PRE-PROPOSAL CONFERENCE:	<table border="0"> <tr> <td><i>Date</i></td> <td><i>Time</i></td> </tr> <tr> <td>01-27-2014</td> <td>1:30 P.M.</td> </tr> </table>	<i>Date</i>	<i>Time</i>	01-27-2014	1:30 P.M.	<table border="0"> <tr> <td><i>Location</i></td> </tr> <tr> <td>900 Bagby, 3rd Floor Rm. 249, Houston, TX 77002</td> </tr> </table>	<i>Location</i>	900 Bagby, 3 rd Floor Rm. 249, Houston, TX 77002
<i>Date</i>	<i>Time</i>							
01-27-2014	1:30 P.M.							
<i>Location</i>								
900 Bagby, 3 rd Floor Rm. 249, Houston, TX 77002								

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

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

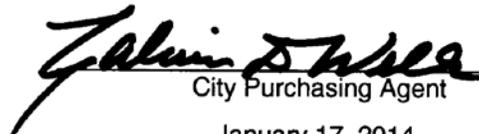
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Richard Morris

Name

richard.morris@houstontx.gov

E-Mail Address


City Purchasing Agent

January 17, 2014

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

1.1 Eight (8) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional eight (8) 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 Finance Department, Strategic Purchasing Division Buyer, Richard Morris, telephone: 832.393.8736, fax: 832.393. 8759, or e-mail (preferred method to): richard.morris@houstontx.gov, no later than February 3, 2014, at 5:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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

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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.
 - 9.1.1 A protest shall include the following:
 - 9.1.1.1 The name, address, e-mail, and telephone number of the protester;
 - 9.1.1.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.1.1.3 Identification of the RFP description and the RFP or contract number;
 - 9.1.1.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.1.1.5 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

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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.

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UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about July 1, 2014 for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

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

1.2 INDEMNIFICATION

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

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

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

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

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

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

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect prior to any demonstration or testing of its product on actual City vehicles during the evaluation phase of this Request for Proposals and 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 or the beginning of any demonstration or testing phase prior to execution of the the Contract, as applicable. . ENDORSEMENTS NAMING THE CITY AS AN ADDITIONAL INSURED SHALL NOT BE REQUIRED FOR THE DEMONSTRATION AND EVALUATION PERIODS BUT MUST BE FURNISHED BY CONTRACT PRIOR TO EXECUTION OF THE CONTRACT IF AWARDED.

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

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

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- 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.
- 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.

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3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

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

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or 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**

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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:

8.1 All security contract employees who work at the **Houston Emergency Center or Houston Police Department facilities** will be CJIS Compliant. 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 (see Exhibit J – Texas CJIS Systems Access Policy).

9.0 Performance Bond

Contractor shall furnish a performance bond in substantially the form attached hereto as Exhibit "H" in the amount of **\$5,000,000** for each Agreement Year of the initial three-year term and if and when the option years are exercised by the Director, **\$5,000,000** for each option year, conditioned on Contractor's full and timely performance of the Agreement. The bond(s) must be issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

10.0 SAME OR SIMILAR CONTRACT SIZE AND SCOPE

Contractor shall have been awarded and performed a contract similar in size and scope to this contract within the last ten (10) years. Vendor must include a copy of the contract in the proposal.

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SPECIAL TERMS AND CONDITIONS
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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") 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 25% of the value of this Agreement to MWBEs. 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 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

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**

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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: Office of Business Opportunity, Houston Business Solutions Center, 611 Walker, Lobby Level, Houston, TX 77002 (832) 393-0954 or Applications may be submitted via e-mail to houstonBSC@houstontx.gov or faxed to 832.393.0650 or Applications may be submitted with proposal response.

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

1 **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, AND2 **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 ORDINANCES3 UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

7.0 PROJECT ADMINISTRATION:

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

8.0 PROCUREMENT TIMELINE/SCHEDULE:

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

8.2 <u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	January 17, 2014
Pre-Proposal Conference	January 27, 2014
Questions from Proposers Due to City	February 3, 2014
Proposals Due from Offeror(s)	February 20, 2014
Notification of Intent to Award (<i>Estimated</i>)	April 15, 2014
Council Agenda Date (<i>Estimated</i>)	June 11, 2014
Contract Start Date (<i>Estimated</i>)	July 1, 2014

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SPECIFICATIONS / SCOPE OF WORK
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1.0 Scope of Services

- 1.1 The Contractor shall provide competent, fully qualified and licensed Security Officers, Scanner Operators, and Supervisor Officers as well as the necessary equipment and supervision to provide high quality Security Officer services at the Facilities. Contractor shall provide such Security Officer Service in accordance with the particular requirements for each location as specified in the Location Security Requirement List (LSRL) to be provided to the Contractor by the Director or its Designee upon award of the contract.
- 1.2 The Contractor shall make periodic oral or written reports and recommendations to the Director or its Designee with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement and attend meetings determined to be necessary by the Director or its Designee. Contractor shall provide any reports that the Director or its Designee may request in writing.
- 1.3 Within ten (10) days of the Countersignature Date of the contract, the Contractor shall provide the following to the Director or its Designee:
- 1.3.1 A complete company profile; and
- 1.3.2 A copy of its written procedures that regulate its prompt and proper response to incidents, emergency contingencies, and contacting supervisors, and
- 1.3.3 A copy of its current State of Texas Security License; and
- 1.3.4 A roster identifying company Officers, Directors, and Executive Personnel as well as the management personnel the contractor intends to initially assign to service this contract, and a roster of guards and supervisory guards the company intends to initially post at City of Houston facilities shall be provided to the Security Management Division, General Services Department, at least five working days prior to the start of service under this contract. These rosters should include identifying information such as dates of birth, driver license numbers or Texas ID Card numbers, and Social Security numbers. Whenever personnel changes are made, deleting or adding personnel to the roster, Contractor shall notify the Security Management Division within one working day, providing the name and identifiers of whoever is being deleted from, or added to the roster. Contractor shall be responsible for conducting an annual national and local background check on all security officers assigned to this contract. The contractor will be responsible for all costs associated with the background checks. The background checks shall be performed every January and the results forwarded to the Security Management Division no later than February 15 of each calendar year.

2.0 Contractor's Phase-In

- 2.1 Contractor must be prepared to accomplish a smooth and successful transition of operations and services and shall have up to a thirty (30) day phase-in period. Contractor's Phase-In period shall begin upon receipt of a start phase-in notice from the Director or its Designee (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately thirty (30) days preceding the receipt of Notice to Proceed. The incumbent Contractor shall be responsible for performing the duties and services listed in its contract during Contractor's Phase-In period. During the Phase-in period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the Security Officer Services. Contractor may use this Phase-In period to recruit and transfer personnel, train personnel, arrange for security

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badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and otherwise prepare for the assumption of control without disruption of operations. During the Phase-In Period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director or its Designee for its approval. Contractor shall have no responsibilities for operating or maintaining the Security Officer Services during the Phase-In Period. The Phase-In Period shall end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operations of the Security Officer Services.

3.0 Post Orders

3.1 Post Orders shall remain in effect until altered by the Director or its Designee. The Director or its Designee may alter or amend all or any part of the existing Post Orders by notifying the Contractor in writing. Amended Post Orders shall take effect at 8:00 a.m. on the second day following their delivery by the City or at such earlier or later date as mutually agreed upon by the Department and Contractor. The Post Orders may be altered at any time during the term of the Agreement.

4.0 Security Officer/Scanner Operator Qualifications

4.1 A Security Officer employed by Contractor to provide Security Officer Service under this Agreement shall meet the following criteria:

4.1.2 21 years of age or older

4.1.3 High school graduate or must have obtained a Graduate Equivalency Diploma;

4.1.4 Able to speak, understand, read and write the English language; Officers can be dismissed immediately if there are communication problems and the officers shall be replaced immediately at no additional cost to the City.

4.1.5 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;

4.1.6 Not have been convicted in any jurisdiction of any Class A misdemeanor within the last 10 years.

4.1.7 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;

4.1.8 Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;

4.1.9 Not be required to register in this or any other state as a sex offender;

4.1.10 Have no outstanding warrants;

4.1.11 Not have been declared by any court of competent jurisdiction, incompetent by reason of mental defect or disease without having been restored;

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- 4.1.12 Not be suffering from habitual drunkenness or from narcotics addition or dependence;
- 4.1.13 Not have been discharged from the armed services of the United States under other than honorable conditions;
- 4.1.14 Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. Skilled in establishing and maintaining effective working relationships with City employees and the general public.
- 4.1.15 A minimum of six (6) months' previous experience providing commissioned or noncommissioned officer service.
- 4.1.16 Trained to provide Security Officer Service, (The prevention of intrusion, unauthorized entry, theft, larceny, vandalism, abuse, fire and trespass on the designated premises of the City; the prevention, observation, or detection of any unauthorized activity in the Facilities or on the designated premises of the City, and the documentation of all authorized entry forms or conditions requiring response of the Security Officer.)
- 4.1.17 Knowledgeable about the Facility being secured, i.e., locations of exits, restrooms, fire hydrants, fire standpipes, fire extinguishers, emergency panels (if any), emergency operation of elevators (if any), and; evacuation procedures; etc.
- 4.1.18 Must check in at each checkpoint designated in the LSRL, or attachments to the LSRL such as maps or drawings, and otherwise remain at its designated post throughout the entire designated shift unless relieved by a relief or replacement guard.
- 4.1.19 Must undergo a minimum of 8 hours of job-specific on-site training per the requirements outlined in 1.3.15 and 1.3.16 above.
- 4.1.20 Trained to perform duties in a complex the size of the Department's locations.
- 4.1.21 Officers must be commissioned or registered with the Texas Board of Private Investigators and Private Security Agencies, pursuant to the authority of Chapter 1702, Texas Occupations Code. Contractor shall provide copies of all security commission cards within five days from request by the City.
- 4.1.22 Texas Commission on Law Enforcement Officers Standards & Education (T.C.L.E.O.S.E.) class attendance is preferred.
- 4.1.23 Any additional licensing or training required under state or local regulations.
- 4.1.24 Bilingual (Spanish/English) preferred by the requirements of the Department.
- 4.1.25 Contractor must be certified in State of Texas.

5.0 Job Specific, On-Site Training

- 5.1 Security Officers and Site Supervisors Officers shall undergo a minimum of 8 hours of job-specific on-site training, with a person designated by the Director or its Designee, at the Contractor's expense and prior to the assumption of Security Officer responsibilities. This training shall be documented, and such documentation shall be available upon request to the Director or its Designee. The Director or its Designee reserves the right to review all

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training documentation without prior notice. Training documentation shall consist of, at a minimum, comprehensive written tests, which all Security Officers must pass. Contractor shall organize and prepare information relative to the required Officer training classes. Contractor shall send copies of all training Information to the Facility Managers for their approval. Contractor shall implement changes to the information provided in the training classes as the Facility Managers suggest.

- 5.2 Contractor shall ensure that all security personnel have satisfactorily completed the training specified herein before reporting for work on any post. Contractor shall notify the Director or its Designee of date, time, and place of scheduled training sessions. Department personnel may monitor training sessions. The Contractor shall test its personnel and provide the Department with the test results.
- 5.3 In addition, Contractor shall ensure that all project managers, supervisors, and professional security officers are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post in the Facility. All personnel shall be properly trained in the operation of the Facilities and shall adhere to the Facility rules and regulations without exception.
- 5.4 **All Security Officers shall receive Contractor provided training comprehensive enough to effectively deal with:**
 - 5.4.1 Customer service and courtesy;
 - 5.4.2 Security situations to include emergencies of fire, bomb threat, flood, and evacuation procedures;
 - 5.4.3 First aid and medical emergencies; and
 - 5.4.4 Assisting the disabled in a sensitive and helpful manner.
- 5.5 **Additionally, Contractor shall provide its customized 40-hour Advanced Officer training to all of its personnel working at the Facilities, prior to their beginning work at the Facilities, at no additional charge to the City, This training shall include CPR/AED-Adult (operation of portable Defibrillator), X-ray machines, hand-held wand metal detectors, and security turnstiles.**

6.0 Limitations on Security Officers' Hours

- 6.1 The contractor shall not assign any Security Officer to perform services under this Agreement if such assignment would require that the Security Officer work more than sixteen (16) hours in a twenty-four (24) hour period, or more than sixty (60) hours in a single seven (7) day period, unless the Contractor obtains the prior written approval of the Director or its Designee. The contractor shall have sufficient personnel reserve who are trained, in order to comply with this requirement. This is to ensure that a speedy and correct response is performed in the event of an emergency/life threatening situation that could occur at the Facilities.

7.0 Security Officer's Equipment

- 7.1 The Contractor shall, at its expense, **not at its employees'expense**, equip each Security Officer with a distinctive hard look uniform and a softline uniform (blazer, slacks, white shirt, and tie) and all insignia; basic officer supplies including black leather shoes, an identification card bearing a recent photograph of the Security Officer, a whistle, and a cell phone with a push-to-talk feature and which has sufficient range to provide communication between guards on duty at City Facilities anywhere in the City limits (639 square miles). Contractor shall have two-way dispatch communication capability as well as a beeper network. Officers required to work outside shall be

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supplied with boots, winter jackets and raincoats (bearing the Contractor's name and insignia). The Contractor shall, at its expense, not at its employees expense, equip each Security Officer with a cell phone with a push-to-talk feature which has sufficient range to provide communication between guards on duty at City facilities anywhere in the City limits (639 sq. miles).

- 7.2 Security officers working posts in City Hall, City Hall Annex, and 611 Walker shall be provided, at contractor's expense, a blazer jacket. The blazer shall be worn by all security officers working posts inside City Hall, City Hall Annex, and 611 Walker during normal business hours. Blazers shall be optional after 5:00 pm weekdays, on weekends, and on City holidays.
- 7.3 **CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATIONS EQUIPMENT ON SITE.**

8.0 Other Equipment

- 8.1 Contractor shall have a sufficient number of vehicles assigned to on-duty supervisors so that the supervisors may meet with the Director or its Designee within 25-minutes of being summoned. Additionally, the Contractor shall provide motor vehicles for use by Security Officers if required in the LSRL for a particular location. This requirement is in addition to any other requirements of this Agreement. All vehicles shall be licensed to operate on public streets, shall have 4-cylinder or larger engines and shall provide their driver with protection from the weather. Each vehicle provided must include a two-way radio with sufficient range to provide communications between all Security Officers on duty at a particular Facility and with the Contractor's base station. Each vehicle shall be clearly marked as a security vehicle. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by Contractor. Contractor shall also provide a two-way radio for the Security Control Center located at 611 Walker. The City does not require any specific type or brand of two-way radio. It is the Contractor's responsibility to ensure that the two-way radios provide the needed communication.
- 8.2 Contractor should be able to supply a car, truck, sport utility vehicle, golf cart, or bicycle within 5 working days when requested to do so for a particular site. Contractor shall bill the cost of these vehicles as a pass-through plus an approved percentage markup.
- 8.3 Armed Security Officers, when required, shall be equipped with a handgun of .38 caliber, or greater, and an appropriate holster or shotgun. Identification cards shall include the full name (first and last) of the Security Officer with the name typewritten or printed in ink and shall be worn at all times while on duty.
- 8.4 Contractor shall provide sufficient scanners to perform its services described herein.
- 9.0 **Supervision**
- 9.1 Contractor shall have sole responsibility for supervising the Security Officers performing under this Agreement. Supervision shall consist of that level of management and administrative activity necessary to ensure that each Security Officer is performing its duties in a safe and efficient manner and to ensure that each location at which Security Officer Service is provided is staffed in accordance with the LSRL (post orders) for that location. The City shall have no obligation to exercise any supervisory authority over any Security Officer performing services under this Agreement, but reserves the right to direct the activities of the security officers in conformity with established post orders, or as necessary in an emergency situation.
- 9.2 Contractor shall have sufficient Supervisors on its staff so that the ratio of Supervisors to Security Officers on each shift is sufficient to provide coverage to the satisfaction of the Director or its Designee. The Supervisors shall be trained as Supervisors,

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and have had previous experience as Security Officer Supervisors. Contractor shall provide sufficient vehicles, at Contractor's expense, for Supervisors to inspect job posts and Security Officers under their supervision.

9.3 Contractor shall provide and maintain on staff a sufficient number of qualified and trained personnel with completed background checks and proper badging to staff Officer posts at multiple locations seven days a week, 24 hours per day, every day, inclusive of all City holidays, in accordance with specified Post Orders.

9.4 Upon receiving a call from the designated representative of the Department requiring the supervisor's attention, the supervisor shall respond within 10 minutes via telephone and shall be on-site at the Department location within 25 minutes of official notification by the Security Officer staff and/or Department staff during any 24-hour period to assist with the situation.

9.5 Contractor shall maintain a base office within the city limits of the City of Houston. Contractor shall provide a phone number(s) and pager, or cell phone numbers at which Contractor or a designated agent of the Contractor with supervisory authority may be reached on a 24-hour, 7-days per week basis during the week, weekends, nights, and holidays all year round.

9.6 **Contractor's supervisory personnel shall make random unannounced inspections on various shifts. There must be a minimum of four visits, at each of the different locations, per calendar month. Contractor shall submit documentation of these visits with its biweekly invoices.**

10.0 Response to Incidents

10.1 Contractor shall immediately contact the Department Designee, as well as the Facility Managers, the Houston Police Department or other appropriate agency regarding any incident involving injury, fire, or criminal activity, or threats thereof. The primary duties of the Security Officers are to observe and report. Security Officers covered under this Agreement shall not subdue or pursue any suspected perpetrators. Any incident, whether emergency or otherwise, shall be reported in writing to the Director or its Designee by close of business on the first business day immediately following the incident.

11.0 Performance Standards for Officers

11.1 Maintain a neat and well-groomed appearance at **all** times.

11.2 Have ability to exercise good judgment.

11.3 Have ability to interact with people in a positive manner.

11.4 Have ability to maintain a high level of performance.

11.5 Shall not carry a weapon of any kind unless specified by the Director or its Designee

11.6 Shall not eat at their assigned post. Bottled water may be kept at a security post but should be kept out of sight whenever possible and should not be consumed while conducting business with any person at the security post.

11.7 Shall not use a city telephone or cell phone for personal business while assigned to a security post.

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12.0 Reassignment or Removal of Security Officers

12.1 Contractor shall reassign or remove particular Security Officers from assignment to the Facilities upon receipt of a written or oral request from the Director or its Designee to do so. The written or oral request shall specify the name of the Security Officer whose assignment or removal is desired. Any person that the Director or its Designee may deem incompetent or disorderly shall be promptly removed by the Contractor. Contractor shall replace any removed employee, should the Director or its Designee recommend that the action be done for the good of the services being rendered, within 30 minutes from notification by the City.

13.0 Mandatory Post Coverage

13.1 Contractor's personnel shall not leave their duty post unattended at any time, unless relief is provided. It shall be the duty of the Site Supervisor Officer to periodically check to ensure that all radios are in working order throughout the day. Therefore, it is not acceptable to leave a post unattended by an officer (or relief officer) due to radio failure or for any other reason. If lunch breaks or coffee breaks are permitted, then there must be a relief officer for all breaks. Such breaks are to be taken at a designated break area determined by the Director or its Designee.

14.0 Public Relations

14.1 Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the Department with respect to any incident occurring at any of the Facilities. The Contractor, contractor's agents, subcontractors, or their employees shall not publicly discuss or issue or provide any statements, written or oral, of any nature that references this Agreement, any policy, procedure, post order, or security alert, without the prior written consent of the Director or its Designee.

15.0 Subcontractors

15.1 Contractor shall not substitute key personnel or subcontractors without Director or its Designee's prior written approval.

16.0 Duties of Scanner Operator

- 16.1.1 Scanner Operator shall staff either an x-ray screening device or a magnetometer and shall;
- 16.1.2 Set up and maintain guide ropes or other barriers leading from the entrance to the screening site.
- 16.1.2 Start and calibrate the magnetometer and x-ray device at the beginning of each shift.
- 16.1.3 Courteously and professionally direct persons entering the facility to the screening site.
- 16.1.4 Identify those personnel who are properly badged and admit them in accordance with the post orders.
- 16.1.5 Courteously and professionally direct persons entering in how to move through the screening site, including placing hand-carried items and packages on the x-ray conveyor.
- 16.1.6 Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience possible to person entering.

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- 16.1.7 While staffing the x-ray device, effectively screen items that travel through the machine. This may include reorienting items, identifying suspicious items, and directing hand searches of appropriate items.
- 16.1.8 While staffing the magnetometer, have persons entering walk through the device after removing metal items from their persons. If the magnetometer alarms, the Scanner directs the individual to remove any remaining metal items, and walk through the device again. If the device alarms a second time, the scanner shall use hand-held magnetometer to conduct hand screening to determine the cause of the alarm.
- 16.1.9 When contraband, weapons, or suspected explosive devices are discovered, the discovering Scanner shall notify the Houston Police Department, the armed Security Officer and the Supervisor, and take other actions appropriate to the situation.
- 16.1.10 At the end of the working day, secure the magnetometers, x-ray devices and any other equipment or supplies used.
- 17.0 Duties of Armed Security Officer / Commissioned Security Officer when Assigned to a Screen Site
- 17.1 When an Armed Security Officer is assigned to a screening site, the Armed Security Officer shall monitor and direct the activities of the Scanner Operator(s) assigned to that site.
- 17.2 The Armed Security Officer shall:
 - 17.2.1 Direct persons entering to the proper screening site.
 - 17.2.2 Monitor the flow of personnel, and not allow persons to avoid the screening site,
 - 17.2.3 Assist the Scanners in their duties when required by the flow of traffic.
 - 17.2.4 Prohibit persons from entering the protected facility with illegal weapons or devices.
 - 17.2.5 When assigned to a secondary entrance, check badges and conduct hand screening of persons using those entrances.
 - 17.2.6 Write and submit complete reports for all appropriate incidents. All reports shall be delivered to the Security Management Division by 0900 hours on the following workday.
 - 17.2.7 Conduct periodic performance evaluations for all subordinates.
 - 17.2.8 Staff a Scanner position when required.
 - 17.2.9 Complete all seized property procedures as approved by the Director or its Designee.

18.0 Personnel Time Log

- 18.1 Contractor shall use a guard sign-in log at City Hall, City Hall Annex and 611 Walker only. The original copy of the guard sign-in log should be provided to the Security Management Division, General Services Department. Personnel time logs and Guard sign-in logs shall contain a record for each employee, which shows employee's name, date(s) worked, and time(s) worked. All Personnel Time Logs shall be submitted to the City with the invoices pertaining to the time period covered by the logs, as well as any documentation verifying Security Officer check-in at designated checkpoints. The Contractor understands that Contractor shall not be paid if the guard sign-in log, Personnel Time Logs, and the invoices do not agree.

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19.0 Making Rounds

- 19.1 Contractor shall use Wand Tour System where required to ensure Security Officers are making their rounds. Contractor shall give scanner reports to Facility Managers on a daily basis. The Contractor shall be responsible for purchasing the Wand Tour System and providing Tour reports to the Security Management Division upon demand and at no cost to the City.20.0 Inspections and Reports

20.0 Inspections and Reports

- 20.1 Contractor shall orally report the absence of any Security Officer from an assigned post or position to the Facility Manager. This report shall not be made later than five minutes after the start of the reporting time for the post or position. The report shall include the name of the absent employee, the post or position affected and Contractor's efforts to meet the security needs of the Department. A relief officer or supervisor shall immediately fill the vacancy until other arrangements are made.

21.0 Daily Activity Reports

- 21.1 Contractor shall ensure that Site Supervisor Officers or Security Officers submit an approved written shift report ("Daily Activity Report") to the Facility Manager for every shift worked. The Daily Activity Report should include a log of activity occurring during the tour of duty. Particular note should be made of unusual incidents or activity.

22.0 Sign-in Sheets

- 22.1 Contractor shall, on non-event days, ensure that all persons entering the Facility enter at the front door and sign in at the front desk. In addition, guests must be authorized to enter the Facility by a Department staff member or contractor. During event days, Contractor shall use its best efforts to ensure that unauthorized persons do not enter the Facility. If any conflict arises, Contractor shall notify the Facility manager immediately.

23.0 Weekly Work Schedules

- 23.1 Contractor shall submit weekly work schedules, for each of the Facilities, to the Facility Managers, prior to the beginning of each week. Facility managers may request that Contractor adjust the weekly work schedules. Facility Managers' requests may be made either orally or in writing.

24.0 Identification Card Requirements

- 24.1 All Security Officers shall be required to carry and have clearly displayed on their person, a photo identification card (commission or registration), issued by the Contractor, at all times when on City property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, a recent photograph of the employee, and the date of completion of commission class.
- 24.2 A copy of the actual commission cards, for commissioned Officers, shall be held by the Contractor for a minimum of six (6) months after the Security Officer becomes commissioned and shall be available for inspection, upon request, by the Director or its Designee,
- 24.3 In addition, the Director or its Designee may at any time ask the Contractor to submit to the Department a list of all Security Officers working on any specified day, for a random check of commission verification.

25.0 Liquidated Damages

- 25.1 **Understanding** - Contractor and City agree that the security services should be provided in an

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effective and efficient manner to ensure the security services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with, City may assess liquidated damages for non-compliance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-compliance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.

- 25.2 If the parties cannot agree on the amount of liquidated damages the matter shall be referred to the City Legal Department whose decision shall be final and binding for both parties.
- 25.3 However, under no circumstances shall liquidated damages assessed against the Contractor exceed \$250,000.00 in any given Agreement year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.
- 25.4 **Concept** - Failure to comply with the requirements of this Agreement and more specifically this Exhibit "A" may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor shall receive written notice of the details of non-compliance. The Contractor shall have twenty-four (24) hours in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within twenty-four (24) hours and respond to the Director or its Designee in writing of the corrective action taken. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages shall be applied. The twenty -four (24) hour notice period shall begin when written notice is delivered to the Contractor's appropriate employee.
- 25.5 The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled Security Officers not reporting for duty. In those instances, Contractor shall be notified in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages shall be applied at the discretion of the Director Judge or its Designee.
- 25.6 Inspection Rights
- 25.6.1 City reserves the right to inspect Facilities, procedures, personnel performance, or compliance with any requirement of this Agreement an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein. Such liquidated damage assessments to accrue for each twenty-four (24) hour period the condition continues to exist.
- 25.6.2 Correctable Conditions include but are not limited to:
- 25.6.3 Failure to submit to Director or its Designee all training material for approval.
Liquidated Damages – one thousand dollars (\$1,000.00)
- 25.6.2 Allowing employee who has not completed training to work without supervision.
- 25.6.3 Liquidated Damages - one hundred dollars (\$ 100.00) per employee per day.
- 25.6.4 Liquidated Damages - Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios, identification badge)...Fifty dollars (\$50.00) per occurrence.
- 25.6.5 Liquidated Damages - Lack of familiarity with Post Orders, or Facility layout, amenities or services...Fifty Dollars (\$50.00) per occurrence.

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25.6.6 Liquidated Damages - Failure to provide written daily activity report each day. Fifty dollars (\$50.00) per occurrence.

25.6.6 Liquidated Damages - Failure to provide weekly work schedule on time. Fifty dollars (\$50.00) per occurrence.

NOTE: Notice to Contractor of non-receipt of any required report may be made by telephone.

25.7 Non-Correctable Conditions include but are not limited to:

25.7.1 Failure of Contractor to have a post staffed as scheduled.

Liquidated Damages - Contractor shall be periodically tested by the Department staff on their performance in this area. Deficiencies may result in, among other things, a charge of \$75.00 per hour for each hour or any portion thereof during which the post remains unmanned, per instance.

25.7.2 Contractor employee asleep on duty.

Liquidated Damages - A charge of \$75.00 per hour for each hour or any portion thereof during which the Contractor's employee was found asleep, per instance. Contractor's employees found sleeping on duty shall be replaced immediately.

25.7.3 Failure to provide adequate guard sign-in log documentation showing Contractor's employee worked number of hours charged to City.

Liquidated Damages - one hundred (\$ 100.00) dollars per occurrence plus the amount charged for undocumented hours.

25.7.4 Liquidated Damages - Contractor shall be accountable when required to open and/or close a facility at a pre-scheduled time, contractor shall be held accountable for any losses incurred by the City of Houston. Deficiencies may result and include, among other things, a charge of \$75.00 per hour for each hour or any portion thereof during which the post remains unmanned, per instance.

25.7.5 Liquidated Damages - Contractor shall provide CJIS compliant security officers for all assignments. Failure to provide CJIS compliant security officers will result in a charge of \$1,000.00 per each occurrence.

25.7.6 Liquidated Damages - Contractor shall be responsible to maintain the integrity of any keys, access cards or alarm codes as assigned to perform assigned duties. If failure to maintain the integrity of assigned equipment by the City of Houston is found, said deficiencies may result and include, among other things, a charge of \$75.00 per incident in addition to associated cost to make the City of Houston whole.

25.8 Repeat Conditions

Upon the third and additional instance of any repeat condition, in a ninety (90) day period, liquidated damages shall be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the twenty-four (24) hour period allowed for correction.

25.9 Adjustments to Invoices for Failure to Provide Required Coverage

25.9.1 City and Contractor agree that the City shall suffer damages if the Contractor fails to provide the exact number of Security Officers, at the exact times and locations specified by City in accordance with this Agreement and that the amount of damages shall be difficult or impossible to determine, in order to provide a reasonable mechanism to compensate City for its damages, Contractor shall pay an amount to be calculated monthly in accordance with the following, provided written or oral notice is provided the Contractor as soon as reasonably possible within forty-eight (48) hours and documentation of deduction is provided to the Contractor within ten (10) days of the event causing the deduction.

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25.9.2 If the Contractor shall fail to provide required coverage of any shift, the Contractor shall forfeit any and all compensation due it per hourly rate per Officer per hour therefor. The Contractor shall have deducted from the invoice(s) and retained by the City an amount equal to the number of hours not covered, per hourly rate per Officer per hour for so long as the post(s) shall remain uncovered. The City shall charge back to the Contractor the actual cost incurred for supplying a City of Houston employee to replace a Security Officer who has failed to staff his or her post.

25.9.3 The City shall determine hours missed by the Contractor by the four following methods: (1) City shall conduct on-site inspections to see if posts are filled; (2) City shall monitor daily activity reports (DARs); (3) City shall review Contractor's Field Supervisor reports; and (4) City shall review the time cards for those posts requiring clock rounds, if any, and if the Officers fail to clock in, the City shall consider this as evidence that the Officers were not at their post.

26.0 SALARIES FOR CONTRACTOR EMPLOYEES

26.1 Contractor shall provide cost estimates for hours of operation, including estimates for business hours, emergency hours, and holidays. Security Officers shall be required to remain on-site for the entire shift/work, eight hour shifts.

26.2 In order to maintain the highest quality level of professional security services, Contractor shall ensure employees are compensated at, or above, the following minimum salary levels:

26.3 WAGE BASE

First Year	Description/Position Title	Minimum Hourly Wage
	Unarmed Security Officer	\$ 11.25
	Armed Security Officer	\$ 12.75
	Field Supervisor Officer/Sergeant	\$ 13.00
	Lieutenant Shift Supervisor	\$13.75
	Captain Site Supervisor Officer	\$ 14.75
	Project Manger	\$ 16.25
	Control Room Operator	\$13.00
	Special Event Officer (Unarmed)	\$16.88
	Special Event Site Supervisor (Captain)	\$22.13
	Special Event Project Manager	\$24.38

Second Year

Description/Position Title	Minimum Hourly Wage
Unarmed Security Officer	11.50

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Armed Security Officer	13.00
Field Supervisor Officer/Sergeant	13.25
Lieutenant Shift Supervisor	\$14.00
Captain Site Supervisor Officer	15.00
Project Manger	16.50
Control Room Operator	\$13.25
Special Event Officer (Unarmed)	\$17.25
Special Event Site Supervisor (Captain)	\$22.50
Special Event Project Manager	\$24.75

Third Year

Description/Position Title	Minimum Hourly Wage
Unarmed Security Officer	11.75
Armed Security Officer	13.25
Field Supervisor Officer/ Sergeant	13.50
Lieutenant Shift Supervisor	\$14.25
Captain Site Supervisor Officer	15.25
Project Manger	16.75
Control Room Operator	\$13.50
Special Event Officer (Unarmed)	\$17.63
Special Event Site Supervisor (Captain)	\$22.88
Special Event Project Manager	\$25.13

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First Option Year

Description/Position Title	Minimum Hourly Wage
Unarmed Security Officer	12.00
Armed Security Officer	13.50
Field Supervisor Officer/Sergeant	13.75
Lieutenant Shift Supervisor	\$14.50
Captain Site Supervisor Officer	15.50
Project Manger	17.00
Control Room Operator	\$13.75
Special Event Officer (Unarmed)	\$18.00
Special Event Site Supervisor (Captain)	\$23.25
Special Event Project Manager	\$25.50
Second Option Year	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Officer	12.25
Armed Security Officer	13.75
Field Supervisor Officer/Sergeant	14.00
Lieutenant Shift Supervisor	\$14.75
Captain Site Supervisor Officer	15.75
Project Manger	17.25
Control Room Operator	\$14.00
Special Event Officer (Unarmed)	\$18.38
Special Event Site Supervisor (Captain)	\$23.63
Special Event Project Manager	\$25.88

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27.0 ADDITIONS AND DELETIONS

- 27.1 The Purchasing Agent or the Director or its Designee, by means of a written authorization to Contractor may add other Facilities to this Agreement and any items or services provided by Contractor that are reasonably related to the scope of this Agreement. The Purchasing Agent or the Director or its Designee may also delete Facilities, items or services by written notice. Written notification of the deleted Facilities, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein.
- 27.2 Addition of Facilities, items or services provided by Contractor shall be effectuated by substituting revised Scheduled or Scope of Services statements that shall add to or replace the existing Schedule in the LSRL or Scope of Services in Exhibit "A", but only if the City has allocated sufficient funds to pay for the additions as provided in the Agreement. Additional items or services purchased by the City under this Agreement shall be priced at Contractor's then current price for such items or services. As of the Countersignature Date, each item or service added shall be subject to this agreement, as if it had originally been a part but any charge for such additions shall start to accrue only as of the effective date. Charges for deletions shall be excluded from any sums otherwise due under the Agreement as of the date such notice is received by the Contractor. In no event may Additions increase the cost to the City by more than twenty-five percent (25%) of the total amount of the Agreement.
- 27.3 All additions of personnel and buildings shall be done on the start dates as requested by the department. In natural disaster emergencies officers shall be provided immediately at the department's request.

28.0 Contractor's Phase-Out

- 28.1 The Contractor recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide safe and efficient facilities operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.
- 28.2 Accordingly, Contractor shall be required to provide Phase-out services for up to thirty (30) days prior to contract expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during its Phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters. All departments being added upon expiration of their contracts shall give Contractor a 30-day notice to proceed for their facilities.

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29.0 Security Services at a City Building

- 29.1 The City of Houston shall coordinate all security officer services for any public or private event held at or in conjunction with a City of Houston facility.
- 29.2 Notwithstanding the foregoing, Contractor's employees shall not allow clients, or unknown persons from the public at large, unauthorized access to secured areas of the Facilities at any time.
- 29.3 The form of the Contractor's written agreement with the Department's clients shall be subject to the prior written approval of the City Attorney (or its designee).
- 29.4 Notwithstanding the foregoing, Contractor's employees shall not allow clients, or unknown persons from the public at large, unauthorized access to secured areas of the Facilities at any time.

30.0 After Hours Alarm Response

- 30.1 Contractor shall provide an Armed Patrol Officer to respond to after-hours alarm activations when directed by a City Security Representative to inspect sites for signs of intrusion.
- 30.2 The Armed Patrol Officer, after being dispatched, shall respond to the alarm call within 30 minutes of notification. Upon arrival at the site the armed patrol officer shall walk the perimeter of the property to check for any breach in security and determine if a key holder is needed.
- 30.3 If the armed patrol officer finds a breach of any kind, he/she shall notify police and the appropriate Security On-Call Investigator or Security Representative.
- 30.4 The armed patrol officer will continue to remain until the building is secured or is dismissed by the Security On-Call Investigator and/or a Security Representative of the City of Houston.
- 30.5 The contract vendor will provide a written report within 24 hours of the call out, or on the first business day after a weekend or holiday on which the patrol call took place.

31.0 Severe Weather and Other Emergency Conditions

- 31.1 Security Officers are considered "Essential Employees" as defined on page 3, section 3.2.2 in Administrative Procedure 2-3 Severe Weather and Other Emergency Conditions (Revised). Security Officers will be compensated at their overtime rate during the severe weather conditions or other emergency situations. The overtime rate will begin when the mayor declares conditions exist such that only emergency services and/or limited city services are open to the public. The overtime rate will end when the severe weather or other emergency situation subsides and non-essential employees are instructed to return to work.

32.0 Duties of Console Operator

- 32.1 Use a computer-aided dispatch system to receive non-emergency calls requesting security services; determine the nature and location of the non-emergencies; determine priorities of calls and dispatch security units as necessary and in accordance with established procedures; maintain contact with all units on assignment in the field; maintain status and location of security units; enter, update and retrieve information from a variety of computer systems; process requests for information from security personnel; monitor several public safety radio frequencies; operate a variety of communications equipment, including radio consoles, telephones and computer systems.
- 32.2 In addition to the tasks listed above, this position performs both basic and complex clerical duties, including but not limited to:

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- 32.3 Preparing and maintaining accurate records and logs of all radio transmissions, telephone calls and other records, files and information systems; performing data-entry tasks in order to process or update information accurately via a computer program; operate a computer inquiry terminal to obtain information on persons and vehicles through related database systems; answer questions and provide information as requested; make entries into automated record files; relate information effectively to those contacted in the course of work; prepare reports as required or requested; display good judgment and sound decision making in both routine and high stress situations; and other duties as assigned.
- 32.4 The Contractor shall have been awarded and performed a contract similar in size and scope to this contract within the last ten (10) years. Vendor must provide a copy of the contract with the bidding forms.
- 32.5 Contractor will pay for parking or provide METRO bus passes for security officers and supervisors who work at City facilities in the downtown district.”

Facility Security Assessments

1. SCOPE OF WORK AND METHODOLOGY

The Contractor shall perform security reviews of the City of Houston Facilities listed in Section 4 "Facilities" This includes:

- (a) Examination of the physical security of the Facilities;
- (b) Evaluate the use of security electronic systems at the Facilities and determine applicability of the level of electronic systems compared with the level of identified threat and the use of the Facilities;
- (c) A review of physical security-related policies, procedures, and practices; and
- (d) Provide a report, for each Facilities, that presents specific recommendations resulting from the findings of the Facilities reviews, in order to address immediate physical, procedural and electronic security needs to protect City assets, personnel and patrons.

1.1 Scope of Work

Contractor will perform reviews of the Facilities. Contractor will provide the City with written reports documenting the facility review findings and safeguard recommendations.

1.1.1 **Initial Meetings and Site Visit** - Contractor will meet with General Services Department ("GSD") representatives to establish the on-site data gathering phase of the security review project. During the meetings, Contractor will obtain and review data on the Facilities, including representative drawings, incident history, data infrastructure and asset characterization. Contractor will also perform an evaluation of any existing security programs and plans, to include guard force utilization, security equipment standards, alarm monitoring and response, and other programs as may be identified by the City and which will form the basis for the audits.

1.1.2 **Physical Security** - The Contractor will review physical security aspects of the Facilities as described below:

- (a) **Physical Building Elements** - The Contractor will examine the physical elements of security for the Facilities including doors, locks, windows, and other exterior openings. Contractor will also assess parking areas, lots or structures, and any current method of vehicle/truck control including shipping and receiving access. Contractor will examine the elements of the buildings' interior areas to assess the level of security at restricted areas, offices, high value areas, access to electronic communications and data centers, and other critical or sensitive areas.
- (b) **Perimeter Security** - The Contractor will examine the perimeter control and applicable perimeter barriers of the facility, as appropriate, including access to

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the overall property and to structures and enclosed areas within the Facilities.

(c) Landscaping and Clear Zones - Contractor will assess the landscaping, including shrubbery near walk paths, fence lines and open areas. The Contractor will assess the appropriate use of clear zones and other physiological barriers that may aid in the perception of security, where applicable.

1.1.3 Security Related Operational Procedures - Contractor will evaluate security-related operational policies and procedures. Recommendations for security procedures will be offered within the framework of existing security policies and security industry best practices. The security procedure evaluation process will include the following:

- (a) Employee, visitor and contractor identification,
- (b) Personnel security practices and use of manned security staff,
- (c) Background verifications of City and contractor personnel,
- (d) Screening of individuals entering the Facilities,
- (e) Site access and entry control,
- (f) Incident reporting and response,
- (g) Key control programs, and
- (h) Alarm reporting and response.

1.1.4 **Security Electronic Systems** - The Contractor will evaluate and make recommendations regarding existing electronic security systems and/or the need for additional or enhanced system capability. The Contractor will evaluate whether any cost reductions or increased safety, awareness or asset protection is likely to result from the implementation or expansion of security electronics. The evaluation process would include:

- (a) Closed-circuit television (**CCTV**),
- (b) Electronic access control systems,
- (c) Intrusion detection and alarm monitoring,
- (d) Personnel duress systems,
- (e) Security communications,
- (f) Screening equipment and processes, and
- (g) Security situation monitoring and response.

1.1.5 **Site Interviews** - The assessment process will include interviewing key staff at the Facilities as identified by GSD representatives. The purpose of the interviews is to determine the level of security awareness and compliance; staff, service and visitor traffic flow patterns; access needs; incident history, unique site or facility culture considerations, while also examining vulnerable or critical areas as they relate to operations of the facility.

2.1 Deliverables

2.2 Security Audit and Assessment Reports - The report will contain an account of the findings of the on-site review, analysis of the findings, and recommendations for measures that the City may take to mitigate risk; in accordance with the site audit criteria established during the initial meetings. Contractor will provide budgetary cost estimates for the recommendations that appear in each report. The report will be a formal document, presented in electronic form (e-mail delivery of an Adobe portable document file format report and compilation of all reports on compact disc or DVD disk). Contractor will also provide a printed, bound copy of each report. Each assessment report will be overseen by and signed by a Certified Protection Professional (CPP).

2.3 Schedule - Contractor will deliver all site security review reports to the GSD Chief of Security when complete. All assessments and billing must be completed no later than June 15 of the contract year.

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3. PAYMENT TERMS

3.1 Fees

3.1.1 Contractor fees are based on the time required by our professionals to complete the engagement. Contractor will not undertake work that is beyond the nature and scope of that which is contemplated herein for each Facility without GSD Chief of Security's prior approval.

- **Year 1 Total Fees; \$_____ per facility assessment {Approximately eighty (80) Facility Assessments}**
- **Year 2 Total Fees; \$_____ per facility assessment {Approximately eighty (80) Facility Assessments}**
- **Year 3 Total Fees; \$_____ per facility assessment {Approximately eighty (80) Facility Assessments}**
- **Option Year 1 Total Fees; \$_____ per facility assessment {Approximately ten (10) to twenty (20) Facility Assessments}**
- **Option Year 1 Total Fees; \$_____ per facility assessment {Approximately ten (10) to twenty (20) Facility Assessments}**

3.1.2 The above fees are inclusive of all projected, ordinary project expenses; such as local travel and document preparation and duplication costs. One comprehensive invoice will be submitted and processed per current Agreement terms and conditions. These Fees are incorporated into the Fee Schedule and shall be treated like any other fees earned in the Agreement.

3.2 **Expenses (for out-of-scope services)**

In the event that the City should require that Contractor provide "out-of-scope services", such as the utilization of specialty outside consultants or travel outside of the local Houston area, then these expenses to include air fares, automobile travel, lodging, per diem, and other ordinary travel costs would be charged in addition to professional fees. Contractor would invoice reimbursable expenses at the rates incurred.

4. Facilities

General Government

- 1 Animal Reg and Care Admin Complex
- 2 City Hall Annex
- 3 City Hall
- 4 Facilities Administration
- 5 GSD Property Management Trades & Crafts
- 6 Houston Emergency Center
- 7 Municipal Courts Complex

Health and Human Services Department

- 8 Environmental Health Administration
- 9 Acres Homes MSC
- 10 Denver Harbor Multi Service Center
- 11 Fifth Ward Multi Service Center
- 12 Health Administration Building

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- 13 Hiram Clarke MSC/Vinson Library
- 14 John Peavy Senior Center
- 15 Kashmere MSC
- 16 La Nueva Casa De Amigos Health
- 17 Louie Welch Building
- 18 Lyons Health Center
- 19 Magnolia Multi Service Center
- 20 Northeast MSC
- 21 Northside Health Center
- 22 Riverside Health Center
- 23 Southwest Multi Service Center
- 24 Sunnyside Health Center
- 25 Sunnyside MSC
- 26 Third Ward Multi Service Center
- 27 Tri-Community MSC
- 28 West End Health Center
- 29 West End MSC

Houston Fire Department

- 30 Fire Logistical Center
- 31 Fire Station #101
- 32 Fire Station #102
- 33 Fire Station #103
- 34 Fire Station #104
- 35 Fire Station #105
- 36 Fire Station #10
- 37 Fire Station #11
- 38 Fire Station #12
- 39 Fire Station #13
- 40 Fire Station #15
- 41 Fire Station #16
- 42 Fire Station #17
- 43 Fire Station #18
- 44 Fire Station #19
- 45 Fire Station #20
- 46 Fire Station #21
- 47 Fire Station #22
- 48 Fire Station #23
- 49 Fire Station #24
- 50 Fire Station #25
- 51 Fire Station #26
- 52 Fire Station #27
- 53 Fire Station #28
- 54 Fire Station #29
- 55 Fire Station #2

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56 Fire Statio #30
57 Fire Statio #31
58 Fire Station #32
59 Fire Station #33
60 Fire Station #34
61 Fire Station #35
62 Fire Station #36
63 Fire Station #37
64 Fire Station #38
65 Fire Station #39
66 Fire Station #3
67 Fire Station #40
68 Fire Station #41
69 Fire Station #42
70 Fire Station #43
71 Fire Station #44
72 Fire Station #45
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76 Fire Station #49
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85 Fire Station #58
86 Fire Station #59
87 Fire Station #5
88 Fire Station #60
89 Fire Station #61
90 Fire Statio #62
91 Fire Station #63
92 Fire Station #64
93 Fire Station #65
94 Fire Station #66
95 Fire Station #67
96 Fire Statio #68
97 Fire Station #69
98 Fire Station #6

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- 99 Fire Station #70
- 100 Fire Station #71
- 101 Fire Station #72
- 102 Fire Station #73
- 103 Fire Station #74
- 104 Fire Station #75
- 105 Fire Station #76
- 106 Fire Station #77
- 107 Fire Station #78
- 108 Fire Station #7
- 109 Fire Station #80
- 110 Fire Station #81
- 111 Fire Station #82
- 112 Fire Station #83
- 113 Fire Station #86
- 114 Fire Station #8
- 115 Fire Station #90
- 116 Fire Station #93
- 117 Fire Station #94
- 118 Fire Station #96
- 119 Fire Station #9
- 120 Fire Training Academy
- 121 HFD Arson Photo Lab
- 122 Old Fire Station #15
- 123 Old Fire Station #15 Bldg Site

Houston Parks and Recreation Department

- 124 Alief Community Center
- 125 Almeda Community Center
- 126 Almeda Community Center Bldg
- 127 Bessie Swindle Community Center
- 128 Beverly Hills Community Center
- 129 Beverly Hills Park
- 130 Bordersville Park
- 131 Bricker Park
- 132 Brookline Park
- 133 Burnett Bayland Community Center
- 134 Burnett Bayland Park
- 135 Candlelight Community Center
- 136 Charlton Community Center
- 137 Charlton Park
- 138 Cherryhurst Community Center

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- 139 City of Houston Metropolitan Multi Service
- 140 Clark Community Center
- 141 Clinton Community Center
- 142 Clinton Park
- 143 Cloverland Park
- 144 Grain (E.L.) Park
- 145 Crestmont Community Center
- 146 Croyden Gardens Park
- 147 Delce (Catherine) Park
- 148 DeZavala Community Center
- 149 DeZavala Park
- 150 Dow Elementary Park
- 151 Eastwood Community Center
- 152 Eastwood Park
- 153 Edgewood Community Center
- 154 Emancipation Community Center
- 155 Finnigan Community Center
- 156 Finnigan Park
- 157 Fonde Community Center
- 158 Freed Community Center
- 159 Garden Villas Community Center
- 160 Godwin Community Center
- 161 Greenwood Park
- 162 Grimes Park (Lease)
- 163 Gulf Palms Park
- 164 Gutierrez (Siro) Park
- 165 Hackberry Community Center
- 166 Hager (Lee) Park
- 167 Halbert Park
- 168 Hartman Community Center
- 169 Haviland Park
- 170 Hennessy Park
- 171 Highland Community Center
- 172 Independence Heights Community Center
- 173 Independence Heights Park
- 174 Ingrando Community Center
- 175 Ingrando Park
- 176 Irvington Park
- 177 Jasper "Smokey" Frank
- 178 Johnson (R.L. & Cora) Community Center
- 179 Jones (Randall P.) Park
- 180 Jones (Walter) Park
- 181 Kerr Park

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-T24556

182	Lakewood Community Center
183	Lakewood Park
184	Lansdale Community Center
185	Lansdale Park
186	Law Park
187	Lawrence Park
188	Leroy (Moses) Park
189	Lincoln Community Center
190	Linkwood Community Center
191	Love Community Center
192	MacGregor Community Center
193	MacGregor Park
194	Malone (Zurrie M.) Park
195	Marian Community Center
196	Mason Community Center
197	Meadowcreek Community Center
198	Meadowcreek Park
199	Melrose Community Center
200	Milroy Community Center
201	Milton Park
202	Montie Beach Community Center
203	Moody Park
204	Nieto, Santos & Esther Pavillion
205	Peggy Park
206	Platou Community Center
207	Proctor Plaza Community Center
208	Proctor Plaza Park
209	Rasmus, Walter J., Sr. Park
210	River Oaks Community Center
211	Robinson, (J., Jr.) Community Center
212	Robinson, (J., Sr.) Community Center
213	Robinson, J. Sr. Park
214	Scales (Zollie) Park
215	Settegast Community Center
216	Settegast Park
217	Shady Lane Community Center
218	Shady Lane Park
219	Sharpstown Community Center/Golf Park
220	Spotts Park
221	Stude Community Center
222	Sunnyside Community Center
223	Sunnyside Park
224	Swiney Community Center

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-T24556

- 225 Swiney Park
- 226 Taylor (Hobart) Community Center
- 227 Tidwell Community Center
- 228 Townwood Community Center
- 229 Trinity Gardens Park
- 230 Tuffly Community Center
- 231 Tuffly Park
- 232 Victoria Gardens Park
- 233 Westwood Park
- 234 Wilson Memorial Park
- 235 Windsor Village Community Center
- 236 Windsor Village Park
- 237 Woodland Community Center

Houston Police Department

- 238 Auto Theft Trailer
- 239 BSD Facilities Supply
- 240 Central Police Station Complex
- 241 Clear Lake Police Substation
- 242 Gerson Building
- 243 HPD Dive Team/Facility Maintenance
- 244 HPD Helicopter Complex
- 245 HPD Homicide Print Stall
- 246 HPD Lake Patrol-Office Complex
- 247 HPD Mounted Patrol
- 248 HPD Property Room
- 249 HPD S.W.A.T.
- 250 HPD Uniform Supply
- 251 Kingwood Police Station
- 252 Magnolia SubStation/Eastside Patrol
- 253 McNair Police Station (South Central)
- 254 Midwest Police Station (District 18)
- 255 North Police Station Complex
- 256 Northeast Police Station Complex
- 257 Northwest Police Station Complex
- 258 Police Academy Complex
- 259 Police Headquarters
- 260 Police Memorial
- 261 Southeast Police Command Station
- 262 Complex
- 263 Southwest Police Substation Complex
- 264 West Police Station Complex

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-T24556

Houston Public Library

- 265 Acres Homes Neighborhood Library
- 266 Alief Neighborhood Library
- 267 Blue Ridge Neighborhood Library
- 268 Bracewell Branch Library
- 269 Carnegie Neighborhood Library
- 270 Clayton Neighborhood Library
- 271 Collier Neighborhood Library
- 272 Dixon Neighborhood Library
- 273 Flores Neighborhood Library
- 274 Frank Library
- 275 Heights Neighborhood Library
- 276 Hillendahl Neighborhood Library
- 277 Jesse H. Jones Building
- 278 Johnson Neighborhood Library
- 279 Julia Ideson Bldg at the Central Library
- 280 Jungman Neighborhood Library
- 281 Kashmere Gardens Neighborhood Library
- 282 Kendall Library and Community Center
- 283 Lakewood Neighborhood Library
- 284 Looscan Neighborhood Library
- 285 Mancuso Neighborhood Library
- 286 Melcher Neighborhood Library
- 287 Meyer Neighborhood Library
- 288 Montrose Neighborhood Library
- 289 Moody Neighborhood Library
- 290 Oak Forest Neighborhood Library
- 291 Park Place Neighborhood Library
- 292 Pleasantville Neighborhood Library
- 293 Ring Neighborhood Library
- 294 Robinson-Westchase Neighborhood Library
- 295 Scenic Woods Neighborhood Library
- 296 Smith Neighborhood Library
- 297 Stella Link Neighborhood Library
- 298 The African American Library at the Greg
- 299 Turtle Neighborhood Library
- 300 Walter Neighborhood Library
- 301 Young Neighborhood Library

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-T24556

Solid Waste Management Department

- 302 Collections/Maint.Bldgs
- 303 NE Collections
- 304 NE Light Vehicle Maint Shop
- 305 NE Svc.Cntr/Svc/Maint Complex
- 306 NW Collections/Maint.
- 307 Reuse Warehouse Facility
- 308 SE Collection/Maintenance
- 309 SE Component Rebuild Shop
- 310 Surplus Warehouse/Facilities

Public Works and Engineering

- 311. 12121 North Sam Houston Parkway East
- 312. 3100 Genoa Red-Bluff
- 313. 2300 Federal
- 314. 4110 Westpark
- 315. 4200 Leeland
- 316. 1002 Washington
- 317. 4501 Leeland
- 318. 3825 Dacoma
- 319. 611 Walker

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S30-T24566

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.

6.0 PROPOSED EQUIPMENT: (Optional)

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S30-T24566

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 or fax to 832.393.0952) or submit copy with proposal.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S30-T24566

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

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S30-T24556

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. **The Contractor shall have been awarded and performed a contract similar in size and scope to this contract within the last ten (10) years. Vendor must provide a copy of the contract with the bidding forms.** Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

Evaluation Criteria	Total Points Possible
1 Experience and Reputation of Firm and Principals. (Years in business, stable/established firm, reference checks, comparability of size, complexity of previous contracts, project manager, support staff, no history of failing to perform as contracted, etc.)	20
2 Financial Strength of firm. (FIN)	10
3 Price (including any additional incentives offered in excess of those required)	24
4 M/WBE Participation (FIN)	
5 Technical Solution (Staffing, employee incentives, vehicles, guard certification, training, medical/psychological examinations, emergency response, and support staff)	20

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S30-T24556

6	Management Plan (Scheduling, dispatching, emergency services, reports, administrative tasks, and reserve staffing)	15
7	Total Service and Support Commitment	5
8	Same or Similar Size Contract in the Past Ten (10) Years	5
Total Points		100

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

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S30-T24566

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

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

Respectfully Submitted:

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

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

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO.: S30-T24566

LIST OF PREVIOUS CUSTOMERS

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

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

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

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

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S30-T24556**

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.: S30-T24556**

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

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

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

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S30-T24556**

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

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

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

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

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

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

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

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

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S30-T24556**

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:

- 9 _____ (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”).
- 10 _____ (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.
- 11 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.
- 12 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:
1. 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.
 2. 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.
 3. 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.
 4. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
 CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
 SOLICITATION NO.: S30-T24556**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

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

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

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

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24556

First Year Description/Position Title	Estimated Annual Hours	Minimum Hourly Wage Paid by	Hourly Wage Rate Charged to City	Total Annual Cost
Unarmed Security Officer	470,000	\$ 11.25		
Armed Security Officer	38,000	\$ 12.75		
Field Supervisor Officer/Sergeant	34,000	\$ 13.00		
Lieutenant Shift Supervisor	57,000	\$13.75		
Captain Site Supervisor Officer	23,000	\$ 14.75		
Project Manger	14,000	\$ 16.25		
Control Room Operator	3,300	\$13.00		
Special Event Officer (Unarmed)	5,900	\$16.88		
Special Event Site Supervisor (Captain)	800	\$22.13		
Special Event Project Manager	1,900	\$24.38		

Second Year Description/Position Title	Estimated Annual Hours	Minimum Hourly Wage	Hourly Wage Rate Charged to City	Total Annual Cost
Unarmed Security Officer	470,000	11.50		
Armed Security Officer	38,000	13.00		
Field Supervisor Officer/Sergeant	34,000	13.25		
Lieutenant Shift Supervisor	57,000	\$14.00		
Captain Site Supervisor Officer	23,000	15.00		
Project Manger	14,000	16.50		
Control Room Operator	3,300	\$13.25		
Special Event Officer (Unarmed)	5,900	\$17.25		
Special Event Site Supervisor (Captain)	800	\$22.50		
Special Event Project Manager	1,900	\$24.75		

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24556

Third Year Description/Position Title	Estimated Annual Hours	Minimum Hourly Wage	Hourly Wage Rate Charge to City	Total Annual Cost
Unarmed Security Officer	470,000	11.75		
Armed Security Officer	38,000	13.25		
Field Supervisor Officer/ Sergeant	34,000	13.50		
Lieutenant Shift Supervisor	57,000	\$14.25		
Captain Site Supervisor Officer	23,000	15.25		
Project Manger	14,000	16.75		
Control Room Operator	3,300	\$13.50		
Special Event Officer (Unarmed)	5,900	\$17.63		
Special Event Site Supervisor (Captain)	800	\$22.88		
Special Event Project Manager	1,900	\$25.13		

First Option Year Description/Position Title	Estimated Annual Hours	Minimum Hourly Wage	Hourly Wage Rate Charge to City	Total Annual Cost
Unarmed Security Officer	470,000	12.00		
Armed Security Officer	38,000	13.50		
Field Supervisor Officer/Sergeant	34,000	13.75		
Lieutenant Shift Supervisor	57,000	\$14.50		
Captain Site Supervisor Officer	23,000	15.50		
Project Manger	14,000	17.00		
Control Room Operator	3,300	\$13.75		
Special Event Officer (Unarmed)	5,900	\$18.00		
Special Event Site Supervisor (Captain)	800	\$23.25		
Special Event Project Manager	1,900	\$25.50		

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S30-T24556

Second Option Year Description/Position Title	Estimated Annual Hours	Minimum Hourly Wage	Hourly Wage Rate Charge to City	Total Annual Cost
Unarmed Security Officer	470,000	12.25		
Armed Security Officer	38,000	13.75		
Field Supervisor Officer/Sergeant	34,000	14.00		
Lieutenant Shift Supervisor	57,000	\$14.75		
Captain Site Supervisor Officer	23,000	15.75		
Project Manger	14,000	17.25		
Control Room Operator	3,300	\$14.00		
Special Event Officer (Unarmed)	5,900	\$18.38		
Special Event Site Supervisor (Captain)	800	\$23.63		
Special Event Project Manager	1,900	\$25.88		

Facility Assessment Fees

Year 1 Total Fees; \$_____ per facility assessment X 80 facilities = \$_____
Estimated eighty (80)

Year 2 Total Fees; \$_____ per facility assessment X 80 facilities = \$_____
Estimated eighty (80)

Year 3 Total Fees: \$_____ per facility assessment X 80 facilities = \$_____
Estimated eighty (80)

Option Year 1 Total Fees; \$_____ per facility X 20 facilities = \$_____
Estimated twenty (20)

Option Year 2 Total Fees; \$_____ per facility X 20 facilities = \$_____
Estimated twenty (20)

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S30-T24556**

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

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

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

J. D.

NON-RENEWED

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

J. D.

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

J. D.

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

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

- O R -

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

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S30-T24556**

CERTIFICATE OF INSURANCE EXPLANATIONS

- a. Certificate must not be more than 90 days old.
- b. Name and Address of Producer writing coverage.
- c. 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.
- d. Name and address of Insured (as shown on policy)
- e. Letter in the column must reference the insurer of the policy being described
- f. Must be a policy number; no binders will be accepted
- g. Date policy became effective
- h. Expiration date must be at least **30** days from date of delivery of certificate
- i. Name and file number of project
- j. Name of project manager
- k. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
- l. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S30-T24556

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

PRODUCER

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

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

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

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

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos () Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

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

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

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:
Named Insured:	(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

(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.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

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.: S30-T24556

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.: S30-T24556**

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.: S30-T24556**

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

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

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

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

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

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

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.

CG 20 15 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

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.: S30-T24556**

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.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S30-T24556**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number:
Effective Date:
Named Insured and Address:

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

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.: S30-T24556**

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.: S30-T24556**

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.: S30-T24556

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

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

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

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

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

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S30-T24556**

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

Name _____ Officer	_____
	Address
Name _____ Officer	_____
	Address
Name _____ Officer	_____
	Address

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

Name _____	_____
	Address
Name _____	_____
	Address
Name _____	_____
	Address

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

Preparer

Printed Name

Title

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

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S30-T24556**

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

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

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

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

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S30-T24556

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

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

STATE OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING

ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S30-T24556

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

Contracting Entity

Name: _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S30-T24556

6. Optional Information

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

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

Status of Appeal [**DESCRIBE**] _____

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

Affiant

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

(Seal)

Notary Public

NOTE:

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

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S30-T24556**

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

**EXHIBIT VII – ATTACHMENT “A”
 DRUG POLICY COMPLIANCE AGREEMENT
 SOLICITATION NO.: S30-T24556**

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 “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: S30-T24556**

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

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

 Date Contractor Name

 Signature

 Title

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

ATTACHMENT “D”

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

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

DATE CONTRACTOR’S NAME

SIGNATURE

TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S30-T24556

Anti-Collusion Statement

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

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S30-T24556

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

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

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

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

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

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

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

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S30-T24556

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S30-T24556

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

2. 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.
3. 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.
- 13 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.
- 14 Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S30-T24556

II. Documentation and Reporting Requirements

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

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

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

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

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

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

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

III. Compliance and Enforcement

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

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

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S30-T24556



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.: S30-T24556**

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)