	CITY OF HOUSTON, TEXAS **NOTICE OF REQUEST FOR PROPOSAL (RFP)** **SOLICITATION NO.: S66-T25219**	**STRATEGIC PURCHASING DIVISION** **"PARTNERING TO BETTER SERVE HOUSTON"**

NIGP CODE: 924-20

SOLICITATION DUE DATE/TIME: Thursday, March 5, 2015 at 2:00 P.M., C.S.T.

SUBMITTAL LOCATION:

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

DESCRIPTION:

PROMOTIONAL AND ASSESSMENT TESTING SERVICES FOR FIRE CAPTAIN AND SENIOR CAPTAIN

	Date	Time	Location
PRE-PROPOSAL CONFERENCE:	Thursday February 19, 2015	1:00 P.M.	4501 Leeland Street Houston, TX 77023

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

Sollicitation Contact Person:

Shannon Pleasant
Name

Shannon.Pleasant@houstontx.gov
E-Mail Address

Chief Procurement Officer

1/30/2015
Issue Date

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S66-T25219

1.0 SUBMITTAL PROCEDURE:

1.1 Eight (8) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

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

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

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

2.0 PROPOSAL FORMAT:

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

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

3.0 **PRE-PROPOSAL CONFERENCE:**

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Buyer Shannon Pleasant, telephone: 832.393.8741, fax: 832.393. 8759, or e-mail (preferred method to): Shannon.Pleasant@houstontx.gov, no later than, **February 26, 2015 by 2:00 p.m. CST.** The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

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

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

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

9.2 A protest shall include the following:

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

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

9.2.3 Identification of the RFP description and the RFP or contract number;

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

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

UNIFORM INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S66-T25219

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, the 2015 Fiscal Year, to include both the Captain and Senior Captain promotional process. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional and automatic 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.

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.

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.

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

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

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

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

2.3 Defense of Claims.

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

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

3.0 INSURANCE REQUIREMENTS:

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

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

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)

3.2.5 Professional Liability

3.2.5.1 $1,000,000 per occurrence $1,000,000 aggregate

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 polices must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

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

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 form its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.

3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than $500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

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

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

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or 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 four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

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

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

7.0 CONTRACTOR DEBT:

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

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO. S66-T25219

1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

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 **5%** 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 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

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

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

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

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

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

6.0 HIRE HOUSTON FIRST:

6.1 Pursuant to City Ord. 2011-766, the following Hire Houston First compliance points ("HHF Points") will be added to the total evaluation points awarded for Proposals submitted:

6.1.1 5% of the total evaluation points available for a “city business,” and

6.1.2 3% of the total evaluation points available for a “local business.”

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 a combination of important and estimated completion dates and times for this Request for Proposal (RFP).

8.2

TIMETABLE OF PROJECTED EVENTS:	DATE
Date of RFP Issued	Thursday, January 30, 2015
Pre-Proposal Conference	Thursday, February 19,2015 (1:00 P.M. C.S.T.)
Deadline for Submission of Proposer Questions	Thursday, February 26, 2015 (1:00 P.M. C.S.T.)
Deadline for Proposal Submission	Thursday, March 5, 2015 (2:00 P.M. C.S.T.)
Council Agenda Date (Estimated)	Tuesday, May 12, 2015
Notification of Intent to Award (Estimated)	Tuesday, May 19, 2015
“Intent to do Business” Agreement Start Date (Estimated)	May – June 2015

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S66-T25219

SECTION II.

PROMOTIONAL AND ASSESSMENT TESTING SERVICES FOR FIRE CAPTAIN AND SENIOR CAPTAIN

1.0 OVERVIEW:

1.1 The Houston Fire Department (HFD) is seeking a Contractor to provide turnkey services related to promotional testing for the rank of "Captain and Senior Captain" of the Suppression Division. Successful proposers must demonstrate the qualifications and past experience of providing such services to a large metropolitan fire department. Successful proposers shall be familiar with, and ensure all components for the HFD Captain and HFD Senior Captain promotional process are legally and professionally defensible and are in compliance with the December 19, 2012 "Interim Article 11 Agreement", the 2011 Collective Bargaining Agreement (CBA) between the City of Houston and the Majority Bargaining Agent (MBA), as well as Chapter 143 of the Texas Local Government Code.

1.2 The promotional process for both Captain and Senior Captain are to be comprised of, and in the following sequence:

I. Assessment Center
II. Written Situational Judgment Exam
III. Written Job Knowledge Exam
IV. Appeal & Rebuttal Opportunity
V. Final Grading and List of Eligibles Certification

1.3 The Contractor shall develop and perform all work, job analysis and validation for the HFD Captain and Senior Captain exams, their compositions, book selection, development, administration, grading, as well as review of and response to all appeals filed by the candidates as required by the CBA. The job analysis shall be prepared under the supervision of professionally qualified personnel (Professionally qualified personnel shall be deemed to be an individual(s) with at least a Ph.D. in Industrial/Organizational ("I/O") Psychology).

1.4 The contractor shall work with the HR Classified Testing division to develop a strategic timeline of completion for various steps in the process. The timeline will include mandated timeframes outlined in the December 19, 2012 "Interim Article 11 Agreement", the 2011 Collective Bargaining Agreement (CBA) between the City of Houston and the Majority Bargaining Agent (MBA), as well as Chapter 143 of the Texas Local Government Code. The process expectation for all steps to be completed, through providing final grades and the list of eligibles could extend to a period of six (6) months or more for the testing process to successfully be completed..

1.5 As of August 13, 2015, 383 Captains will be eligible for the Senior Captain promotional process. As of September 10, 2015, 967 Engineer Operators will be eligible for the Captain promotional process.

2.0 Standards:

The Contractor shall deliver a valid selection device as defined by the Standards for Educational and Psychological Testing (1999) issued by the American Psychological Association (APA), the American Educational Research Association and the National Council on Measurement in Education; the Uniform Guidelines on Employee Selection Procedures (UGESP, 1978); and the Principles for the Validation and Use of Personnel Selection Procedures (4th edition, 2003) issued by the Society for Industrial and Organizational Psychology of the APA.

3.0 Duties of the Contractor:

3.1 **Preparation:**

3.2. Job Analysis - HFD's current job analysis and Standard Procedures for the rank of Captain and Senior Captain will be used in the process. The Contractor shall review the job analysis documents to determine whether they meet the Contractor's' standards, and if not, conduct a job analysis of their own. The job analysis shall be prepared under the supervision of professionally qualified personnel (Professionally qualified personnel shall be deemed to be an individual(s) with at least a Ph.D. in Industrial/Organizational ("I/O") Psychology), as mandated by Article 11 Inter……. The Contractor shall review the provided job description information, conduct supplemental job analysis as needed, and document the linkage between the critical knowledge, skills, abilities and other characteristics (KSAO's), and the final selection device (both the written tests and assessment process).

3.3 The Contractor shall be responsible for the details of coordinating and funding a suitable venue appropriate to the test group expected and acceptable to City of Houston Fire and Human Resources Departments. For the Captain promotional process there can be up to 967 persons, for the Senior Captain, there can be up to 383 persons. The Contractor will consult with HR Classified Testing to obtain recommendations, feedback and final approval on venues prior to committing to contractual and financial obligations to secure and pay for venues.

3.4 The Contractor shall be responsible for providing the facility, monitors, proctors, and security for all phases of the written tests and assessment centers. The Contractor shall coordinate to provide a minimum of one monitor/proctor for each 20 candidates, or portion thereof, taking the written tests. All test booklet materials for the tests shall be provided by the Contractor. The Contractor shall be responsible for providing high quality #2 pencils with good quality erasers, and shall provide at least two electronic test-grading machines. Each answer sheet shall have no more than 200 answer blanks. Six-foot tables shall be utilized as often as possible, with no more than two candidates seated at each table. The Contractor shall be responsible for all expenses upfront in order to ensure all requirements to conduct the promotional process are covered. The Contractor may consult with HR Classified Testing for recommendations and shall confirm City of Houston policies and procedures related to any expenses as they are outlined in the final agreement for expenses prior to securing necessary items.

3.5 The written knowledge based exam, situational judgment exam and assessment center exercises shall be developed specifically for the rank of Captain or Senior Captain in the Houston Fire Department (HFD). The written knowledge based exam, situational judgment exam and assessment center exercises shall be based on job content and responsibility for HFD Captains or Senior Captains. This will include knowledge, skills, abilities and other characteristics (KSAO's) determined by the job analysis. Candidates shall have at least ninety (90) days to prepare for the promotional examination beginning with the source material announcement.

3.6 Situational judgment questions to be used in the Captain or Senior Captain exams shall have scenarios and correct responses informed by the Job Analysis and shall not be contrary to HFD Guidelines and/or other source material.

3.7 Among other specific duties, the Contractor shall provide and recommend source materials for a knowledge based exam and a written situational judgment exam, to include development, administering, scoring the written tests, ranking candidates, handling appeals, and always keeping the Human Resources/Classified Testing Division fully informed. The Contractor shall develop an assessment center process, manage candidates for assessment, and oversee the entire pre-selection process.

3.8 **Select Materials for Written Exams:**

3.9 The Contractor will work with Subject Matter Experts to develop and provide source materials that are related to the job duties and responsibilities of HFD Captains and Senior Captains. These materials may include, but are not limited to any combination of the following: a) HFD Guidelines; b) the current “Collective Bargaining Agreement”; and, c) Professional Publications. The Contractor shall also determine the availability and pricing of the publications suggested and report the findings to the HFD book committee and the Classified Testing division. The Contractor shall prepare the Source Materials Announcement that will include all relevant information to purchase.

3.10 **The Contractor shall provide the test applicants with a test guide and an orientation guide which shall include brief descriptions of the various examination components, the number of exercises to be used, and sample representative questions and exercises.**

4.0 Oral Testing Components:

4.1 **Assessment Center:**

4.2 The Assessment Center exercises will be administered first and the scoring will be finalized within 10 business days after the Assessment Center component has been completed. The results of the Assessment Center will be provided to HFD/Classified Testing within 10 business days after the completion of the Assessment Center in rank order using random numbers as candidate identifiers. Assessment Center exercise scoring process shall incorporate the use of predetermined criterion for performance standard (for example Behavior Anchored Rating Scales “BARS”).

4.3 The Contractor, or a subcontractor under the auspices and supervision of the Contractor, shall perform an assessment of ALL candidates who sign up for the Captain and Senior Captain promotional process.

4.4 The Contractor shall select the assessors who meet the following criteria:
Qualifications of Assessors: The test developer shall begin contacting eligible fire departments no later than the date of the test announcement. HFD may assist in the process of contacting eligible fire departments.

(1) Assessors shall be screened during the recruiting process to ensure compliance with the below qualifications.

(i.) Shall not reside in Houston-Sugarland-Baytown Metropolitan Statistical Area;
(ii.) Shall not be a current or former employee of the City or the Association;
(iii.) Shall currently be in a rank equivalent to the direct supervisor of the rank being tested and shall have at least two (2) years' experience in that rank at the time of selection;
(iv.) Shall serve in a municipal fire department in the United States with a minimum population of 400,000;
(v.) Shall not be related by blood or marriage, within the second degree of consanguinity or affinity, to any candidate for promotion.

(2) If by the thirtieth (30th) day prior to the scheduled (or rescheduled) assessment, qualifications (iii.) and (iv.) above have resulted in an insufficient number of assessors engaged to assess any examination, then the test developer shall be permitted to engage assessors with the following criteria:

(i.) Assessors must have held for at least two (2) years a rank equivalent to the direct supervisor of the rank being tested or
(ii.) Assessors may, be retired, provided that they may not be retired from their municipal fire department longer than two (2) years at the time of the scheduled assessment, and provided meet provision (2.)(i.) above.
(iii.) Shall serve in a municipal fire department in the United States with a minimum population of at least 200,000.

(3) If by the fifteenth (15th) day prior to the scheduled (or rescheduled) assessment, an insufficient number of assessors have been engaged to assess any examination, the test developer shall identify the number of assessors lacking and shall submit a list of available assessors who have otherwise been disqualified by the requirements above. The list shall not identify the assessor by name, but shall identify the City and State of fire department served, their total years of fire service experience, and their last rank as well as the reason for prior disqualification from assessing. The City and the Union will alternately select assessors from the list, beginning with the Union, until all necessary assessors have been engaged.

(4) The City shall notify the Association in writing within seven (7) days of invocation of the expanded Assessor qualifications in (2) above and will provide the number of Assessors that were lacking as of the thirtieth (30th) day prior to the scheduled assessment.

(5) Assessors shall recuse themselves from the scoring of any candidate personally known to them.

(6) All assessors shall undergo full assessor training prior to administration of each promotional assessment scoring, regardless of previous training or experiences as an assessor.

The Assessment Center shall be recorded in video format. Process safeguards shall be implemented by the test administrator to identify and correct technical problems at their earliest possible instance.

Assessment Scoring Procedure:

1) Each candidate's video tape shall be independently assessed by two different panels of assessors.
2) Assessor panels will consist of at least two (2) scoring assessors. This does not preclude the test administrator from allowing more assessors or allowing assessors to rotate. At least one of the assessors per panel shall have served as an assessor at least once before HFD selection.
3) Each panel shall reach a consensus grade as to the exercise scored.

4) The test administrator shall compare the grades of the two panels' scoring of the exercise:
i) If the grades match, that is the candidate's grade for that exercise;
ii) If the grades do not match, but do not vary by thirty (30) percent or more, then the two panel grades are averaged. This is the candidate's grade for that exercise.
iii) If the grades do not match and vary by thirty (30) percent or more, then the two panels reconvene into one panel which must reach a consensus grade for the candidate on that exercise. This is the candidate's grade for that exercise.

5) The final Assessment Center grade reached pursuant to this subsection shall be final and not subject to appeal, with the sole exception of a violation of the Collective Bargaining Agreement.

4.5 **The Contractor shall conduct one or more orientation sessions for candidates prior to administering the assessment cadre.** The Contractor may not deem the orientation mandatory, since participation in the orientation is totally voluntary. All orientation sessions shall be videotaped by the Contractor. The Contractor shall submit the proposed location and time of the orientation to Houston Fire Department Human Resources Department as well as Classified Testing.

4.6 The Contractor shall design the assessment cadre from among the following exercises:

2.4.4.1 In-Basket,
2.4.4.2 Problem Solving/Analysis,
2.4.4.3 Oral Resumes/Structured Interviews,
2.4.4.4 Role Playing,

2.4.4.5 Memo/Report Writing,
2.4.4.6 Oral Presentation/Plan Preparation,
2.4.4.7 Structured Interviews,
2.4.4.8 Staff Meeting,
2.4.4.9 Special event/Operations, and
2.4.4.10 "Others" as they are established and determined to be reasonably valid predictors of job-related characteristics for the rank being assessed.

4.7 The Contractor shall not be required to utilize all of the exercises above, but may select the exercises (or) combine the listed exercises into one or more exercises that are best suited for the rank being assessed. The exercises must measure the critical KSAs and be valid predictors of successful job performance. The Contractor must provide the criteria to the candidates in the orientation guide in which the Assessment Center may be based. An example of previous assessment center exercises shall be included in the orientation guide.

4.8 The Contractor shall be required to submit a list of all assessors and alternates, including, rank, qualifications. The Houston Fire Department shall have the right to refusal any of those listed above.

4.9 The assessors selected by the Contractor shall assess the candidates for the rank of Captain and Senior Captain. The Contractor shall conduct all assessments on like exercises for all candidates in one setting. The assessment testing shall be videotaped by the Contractor. The Contractor shall be responsible for security and confidentiality in all phases of the assessment process. The Contractor shall be responsible for providing a facility that is acceptable to Houston Fire Department and Classified Testing Division.

4.10 Assessors shall score the assessment without regard to the candidate's race, color, gender, ethnicity, religion, age, disability, sexual orientation, genetic information, gender identity, pregnancy, national origin, or other legally protected characteristic according to Title VII. Each assessor shall receive written and oral admonitions regarding this point prior to commencing assessment scoring.

4.11 The Contractor shall generate and send a preliminary ranked list of those that completed the Assessment Center within 10 days of component completion to City of Houston Human Resources.

4.12 Within 15 calendar days of the last exam component, the Contractor shall submit a report of each candidate's Assessment Center performance to the Classified Testing Division. These reports shall discuss the candidate's strengths and weaknesses for each assessment center activity, and shall be format-ready for Human Resources and Houston Fire Department Human Resources to distribute to candidates.

5.0 Written Testing Components:

5.1 The Written Exams:

5.2 A validated knowledge based exam and a situational judgment exam shall be developed from the selection of books and/or publications approved by the HFD book committee. Preliminary test items will be reviewed and verified by Subject Matter Experts. The selection of books and/or publications shall be held confidential until the official certified notice of the promotional opportunity is released. The written examinations will be administered after the administration of the Assessment Center, but in no case more than thirty (30) days later.

The written knowledge based exam and the written situational judgment exam components shall be administered on the same day. The written components shall be graded immediately and a preliminary raw score provided to the candidate. A raw score will be added to the candidates Assessment Center score and ranked accordingly and posted at the conclusion of all three (3) components. A list with the composite score of all three components including the supplemental points will be provided to City of Houston and Houston Fire Department within 72 hours at the end of the business day from the last test component.

5.3 The Contractor shall not utilize any questions from previously conducted promotional exams given to HFD or other agencies. Exam questions shall be validated by HFD Subject Matter Experts. The questions must be formulated from the books and/or publications listed on the official announcement.

5.4 *Job Knowledge Test:*

5.5 The number of test items on the written job knowledge exam shall be determined by the test developer, but shall not be greater than one hundred fifty (150) multiple-choice items. Questions shall be organized by source (i.e., all questions from a specific book shall be grouped together, with that source referenced at the beginning of the section).

5.6 Further, a specific reference of the question's source (to include chapter, Guideline number) shall be printed on the test along with each question. The raw score shall be presented based on a maximum number of points developed for this component. Each test shall be graded onsite and immediately after a candidate has finished the exam. The Contractor shall provide the raw total score to the candidate at that time.

5.7 All written examination components shall be administered on the same day. The written components shall be graded immediately and a preliminary raw score provided to the candidate. A preliminary raw score order list shall be prepared and posted.

5.8 *The Written Situational Judgment Test:*

5.9 The number of test items on the written situational judgment exam shall be determined by the test developer, but shall not be greater than one hundred fifty (150) multiple-choice items. The raw score shall be presented based on a maximum number of points developed for this component. Each test shall be graded onsite and immediately after a candidate has finished the exam. The Contractor\ shall provide the raw total score to the candidate at that time.

5.10 The Contractor shall provide a review session of the test questions immediately after all participants have completed the test, and after the grades have been furnished. No discussion regarding test questions are considered at this review. This session shall be videotaped by the Contractor.

6.0 Challenges to the Exam Components:

6.1 The list of eligibles, an item analysis (a specific description of each question per candidate, its detailed source, and any other supporting documentation) and an adverse impact report shall also be furnished to Classified Testing no later than the close of the next business day from the last written component. The item analysis should be provided for protective classes as well as gender. Any tie scores on the written test shall be broken by the tie-breaking procedures prescribed for this rank, this promotional process and according to City of Houston Civil Service Rules. Prior to and after testing, the finalized examination shall be kept in a safe and secure manner by the Contractor.

6.2 Nothing in the assessment process shall be appealed either, to the Test Review Committee, Civil Service Commission or to the District Court.

6.3 Any candidate who has taken the written promotional examinations may, for the prescribed 10 business days of the posting of the preliminary written promotional exam results, review his/her examination results and then file an appeal of any question(s) on the tests. Examination reviews must be performed in the offices of Classified Testing. The appeals shall be filed with Classified Testing. There will be a 10 day rebuttal period in which the Contractor may prepare responses to test challenges of questions or test procedures. Within five business days after the end of the 10 day rebuttal period, the Test Review Committee (TRC) shall determine, if any, what action needs to be taken on the question before informing both, the candidate and the Contractor.

6.4 The Contractor shall have a representative present for the entire 10 business days to process any appeals.

6.5 The Contractor shall use the following procedures or methods to handle the appeals process:

6.5.1 Decision criteria,
6.5.2 Statistical analysis,
6.5.3 Quality control, and
6.5.4 Others as needed.

6.6 If a new rank order list needs to be created as a result of the removal of any question, the Contractor shall create it within three (3) business days, and provide it to the Human Resources/ Classified Testing for posting.

6.7 After the post-appeal list from the written examination has been established, the Contractor will provide to the City of Houston a "ranked order list" by total score. There is no "cut-off" score for these exams. The total score will be determined by the Contractor as follows:

Assessment Center	Maximum of 100 x .3333	33.33 Pts.
Job Knowledge Test Score +	Maximum of 100 x .3333	33.33 Pts.
+Situational Judgment Test Scores	Maximum of 100 x .3333	33.33 Pts.
Seniority Points	.5 per year .	10 Pts Max.
Seniority Points	.5 per year in rank	5 Pts Max
Certification	Beginner Certificate Intermediate Certificate Masters Certificate	1 Pt. 2 Pt. 3 Pt.
Education	60 Hours or Associates 90 Hours or higher 120 Hours or Bachelors	1 Pt. 1.5 Pts 2 Pts
Max Possible Points		120 Pts. Max

6.8 The list of eligible candidates for promotion shall remain in effect for two years, calculated from the date it is certified by the City of Houston Civil Service Commission.

7.0 CHALLENGES TO THE PROCESS:

7.1 Nothing in the assessment process shall be appealed either, to the Test Review Committee, Civil Service Commission or to the District Court.

7.2 The Contractor shall be responsible for the defense of all appeals and legal challenges of the process, and of the promotional list developed under this contract. The Contractor shall represent the City as an expert witness in all court proceedings and grievances throughout the process against all claims regarding the testing and assessment procedures. The Contractor will also assist in any future actions needed to maintain the confidentiality of the testing process and assessment center processes pursuant to any type of open records requests that may compromise future administrations and results.

7.3 The Contractor shall be prepared, if necessary, to provide expert testimony before governing bodies, in a civil service hearing or in a court of law. Any required testimony shall be considered a part of the pricing Agreement resulting from the overall contract.

8.0 ELIGIBILITY UNDER USERRA

8.1 This contract is subject to the administration of at least one exam under the auspices of the Uniformed Services Employment and Reemployment Rights Act (USERRA) for the rank of Fire Captain and Senior Captain. The costs of this administration will be contained within this agreement between the City of Houston and the Contractor.

8.2 All expenses for travel, test construction and administration, assessors, accommodations as needed, scoring, test question appeal defense (if necessary) and preparing the new list with USERRA candidates or other expenses to complete at least one (1) USERRA administration per rank shall be contained in this agreement.

8.3 The contractor will administer any USERRA exam for either the Fire Captain or Senior Captain, or both, within the 2 year life of the Eligibility List per certification by the Civil Service Commission.

8.4 Any candidate who qualifies under the established guidelines of a USERRA test administration (up to 5 years), will also qualify to be eligible to sit as an applicant for either the Captain or Senior Captain promotional process.

9.0 Timelines: (See Appendix A and Appendix B)

9.1 City of Houston can modify time frames, if needed, but not in conflict with the Collective Bargaining Agreement. Upon 30 days' notice to the Contractor, the City of Houston may modify the Scope of Services by adding other services or deadlines to meet legal and contractual requirements.

9.2 The Contractor shall have 30 calendar days from the issuance of the "Exam Announcement" to provide the Classified Testing Division/HFD Book Committee a recommendation of materials (e.g., books, publications, etc.) to be used for the written test.

9.3 No more than 30 calendar days after the recommended book list is submitted, the Book Committee shall provide the notice of the final list of study material to the Contractor, Classified Testing, and the Fire Chief for publication to the candidates. The dates for the Assessment Center and the written tests shall be given to the Contractor by Classified Testing for the official announcement based on mandated time lines and availability of venues.

9.4. All test component dates and procedures should be finalized when the Exam Announcement and Source Material Announcement is released and published.

9.5 30 calendar days before the written test, the Contractor shall show "due completion" of the written tests. The Contractor shall submit a draft plan on how this shall be accomplished without destroying the integrity and security of the written test and the Assessment Center.

9.6 Within 21 calendar days from the "Notice to Proceed," the Contractor shall submit a written plan illustrating the plan for the assessment center process.

9.7 The written test shall be given no more than 30 days after the assessment center exercises.

Example of Promotional Process Timeline

Exam and Source Announcement

↓

30 Day Sign Up Period/ Begin 90 Day Study Period

Administer Assessment Center

↓

10 Days

Send Assessment Center Results

↓

30 Days

Administer Written Exams

↓

3 Days

Provide Draft of Eligibles with All Components

↓

10 Day Appeal Period/10 Day Rebuttal Period

↓

5 Days

Test Review Committee

↓

7 Days

Provide City with List of Eligibles

10.0 FINAL MATTERS:

10.1 Relationships:

10.2 The Contractor shall notify the HFD and City of Houston in writing if any candidates are known by the Contractor's personnel, and to the extent of a relationship they have. If a proposed staff person is acquainted with any candidate, that staff person shall be removed from the Contractor's staff performing the testing and evaluations for the City of Houston.

10.3 A list of all candidates eligible to be tested shall be given to the Contractor. The City shall provide the eligibility list and point(s) for seniority/education/certification that are available for each candidate. The Contractor shall not publish or furnish this information to anyone other than the Human Resources Department or the Human Resources Division in HFD.

10.4 The Contractor shall document the assessment center process along with the scoring criteria, in a formal report to be completed and submitted to Houston Fire Department and Classified Testing by the end of the testing process. Within 30 calendar days after the final list has been certified, a validation report on the written test and any appeals as well as the assessment process shall be submitted. The report will contain all validation evidence such as content and predictive validation, description of any potential limitations or concerns regarding the legal defensibility of each individual test component as well as the entire process. This shall be provided to HFD and Human Resources.

10.5 The City shall retain ownership of all data, documents, written tests, assessment center exercises, videotapes, and reports developed or generated through the terms of this contract.

10.6 The Contractor shall maintain all scheduled timeframes for the administration of all test components during the original administration, as well as during any USERRA testing necessary. Financial timelines do not preclude the conclusion of any testing processes, especially in the case of USERRA testing.

10.7 If the Contractor fails or refuses to perform as requested, his/her contract shall be cancelled.

11.0 PRICING STRUCTURE:

11.1 The Proposer should submit the following on pricing:

11.2 The per-hour cost for each employee necessary to develop and provide the written tests and assessment center. (List all personnel and their respective costs.) These will be paid on a per-hour charge and shall be invoiced monthly. Also, provide estimated costs for travel and accommodation expenses. These rates will be reflected using the General Services Administration (GSA) rates, if available. Lastly, provide an estimate of the total charges to be incurred, including testing and assessment center facilities rentals (to be reimbursed at cost), test administration, and monitoring, supplies such as pencils, answer sheets, audio video equipment, meals for proctors.

11.3 The second level of costing shall be to provide the estimated number of assessors and their affiliated costs. Travel expenses shall be reimbursed at cost. These rates will be reflected using the General Services Administration (GSA) rates, if available. Expense reports shall be submitted on forms provided or approved by the City. Other expenses shall be reimbursed as prescribed by City policy.

11.4 The third price can be a submission of all administrative costs involved in providing the services requested in the proposal. (This shall be invoiced monthly.)

11.5 The fourth price will be those expenses expected to be incurred for defending challenges to the process, grievances from the written tests, and subsequent challenges to the entire process. (Provide an estimated cost based on previous experience.)

11.6 For all litigation and expert witness provisions, please provide hourly rates and administrative costs. (Travel costs shall be paid as prescribed by City policy.)

11.7 A final price shall be included representing the Proposer's total expected costs for the process for the two (2) ranks. A pricing sheet is attached; however, the Proposer shall submit a form of their own as long as it follows the format enclosed.

11.8 All travel expenses shall be reimbursed to the proposer at the actual cost (as outlined in City travel guidelines). All expenses shall be reviewed by the HFD "Office of Budget and Finance" and Human Resources as to the reasonableness and conformity to the City's policy on reimbursed travel expenses. Travel costs shall be listed separately from all other charges. Any expenses not specifically addressed in the service plan or proposal, such as hotel accommodation costs, assessor fees, transportation costs, may be subject to approval by the Fire Department and/or Human Resources.

11.9 All prices contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of best and final offer.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: S66-T25219

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. Proposer(s) are encouraged to include additional relevant information. The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

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 **Promotional and Assessment Testing Services for Fire Captain and Senior Captain**, 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: (If Applicable)

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 REQUIRED EXHIBITS:

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

8.2 List of References and List of Proposed Subcontractors (Exhibit III)

8.3 Fair Campaign Ordinance Form "A" (Exhibit IV)

8.4 Affidavit of Ownership or Control (Exhibit V)

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

8.6 Anti-Collusion Statement (Exhibit VII)

8.7 Conflict of Interest Questionnaire (Exhibit VIII)

8.8 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit IX)

8.9 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.

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

EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S66-T25219

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 Proposer(s) to create, modify and implement the required application modules. The Proposer(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 Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1 Responsiveness: Conformance to RFP requirements necessary to perform evaluation.

2.1.2 Technical Competence

2.1.2.1 Qualifications and expertise of the firm as evidenced by other projects of similar scope and magnitude described in this RFP.

2.1.2.2 Qualifications and expertise of the key personnel proposed as evidenced by prior relevant experience in similar roles.

2.1.2.3 Quality of proposed strategy and operational plan.

2.1.2.4 Financial Strength of Proposer

2.1.2.5 Level M/WBE Participation

2.1.3 Reasonableness of Price Proposal

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S66-T25219

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.: S66-T25219

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 I – LIST OF SUBCONTRACTOR(S)
SOLICITATION NO.: S66-T25219

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

PAGE INTENTIONALLY LEFT BLANK

EXHIBIT II – ATTACHMENT "A": SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S66-T25219

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.: S66-T25219

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.: S66-T25219

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 SUCONTRACT TERMS
SOLICITATION NO.: S66-T25219

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

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity ("the Director").

2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

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

4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:

   a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

   b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City's contract with American Arbitration Association on file in the Office of the City's Office of Business Opportunity.

   c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

   d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

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

EXHIBIT II – ATTACHMENT "D": OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

SOLICITATION NO.: S66-T25219

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.: S66-T25219

ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE

NOTE (THIS IS A SAMPLE PRICE SHEET): OFFERORS PLEASE CUSTOMIZE YOUR PRICE SHEET TO REFLECT THE PRICE OF YOUR PROPOSAL.

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S66-T25219

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

A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.

B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.

C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:

1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

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

J. D.

NON-RENEWED

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

J. D.

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

J. D.

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

==========

AUTHORIZED REPRESENTATIVE OF INSURER _John Doe_____

==========

- O R -

2. By Attaching Endorsements in the form attached.

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

Revised - 03/09/95

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S66-T25219

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.

2. Name and Address of Producer writing coverage.

3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.

4. Name and address of Insured (as shown on policy)

5. Letter in the column must reference the insurer of the policy being described

6. Must be a policy number; no binders will be accepted

7. Date policy became effective

8. Expiration date must be at least **30** days from date of delivery of certificate

9. Name and file number of project

10. Name of project manager

11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

12. All required endorsements must accompany the certificate

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

SOLICITATION NO.: S66-T25219

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

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANICAL 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.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

S A M P L E F O R M

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 **Other**	Statutory Limits	**(X)**	**Statutory Limits** Each Accident Disease - Policy Limit Disease - Each Employee	 $ 100,000 $ 100,000 $ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

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

DEPARTMENT – STRATEGIC PURCHASING DIVSION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S66-T25219

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% of 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.: S66-T25219

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

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

Firm or Company Name: _____

Firm or Company Address: _____

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

[ ] **SOLE PROPRIETORSHIP**

Name_____ _____
Proprietor Address

[ ] **A PARTNERSHIP**

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

Name_____ _____
Partner Address

Name _____ _____
Partner Address

[ ] **A CORPORATION**

List all directors of the corporation (if none state "none"):

Name_____ _____
Director Address

Name_____ _____
Director Address

Name _____ _____
Director Address

EXHIBIT V – FORM "A": FAIR CAMPAIGN
SOLICITATION NO.: S66-T25219

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.: S66-T25219

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.: S66-T25219

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:

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

NON-PROFIT ENTITY:

[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S66-T25219

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.: S66-T25219

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.: S66-T25219

(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.: S66-T25219

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

_____ (Contractor)
(Name of Company)

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

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

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

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

_____
Date

_____
Contractor Name

_____
Signature

_____
Title

EXHIBIT VII – ATTACHMENT "B"
DRUG POLICY COMPLIANCE DECLARATION
SOLICITATION NO.: S66-T25219

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

_____ (Contractor)
(Name of Company)

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

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

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

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

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

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

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

	Random	Reasonable Suspicion	Post Accident	Total
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

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

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

_____
Date

_____
Contractor Name

_____
Signature

_____
Title

EXHIBIT VII – ATTACHMENT "C" AND "D"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S66-T25219

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.: S66-T25219

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.: S66-T25219

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.: S66-T25219

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.: S66-T25219

I. Pay or Play Program Elements

A. Purpose

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

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above $100,000 and are not primarily for the procurement of property, goods, supplies or equipment.

2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.

3. Compliance with the program means that the Contractor either:
   • "Pays" by contributing $1.00 per covered employee per hour for work performed under the Contract with the City; or
   • "Plays" by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
   - The employer will contribute no less than $150 per covered employee per month toward the total premium cost.
   - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.

4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than $200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.

5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.

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

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS
SOLICITATION NO.: S66-T25219

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.: S66-T25219

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.: S66-T25219

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

Contractor Address: _____

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

Project Name: [Legal Project Name] _____

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

[ ] Yes [ ] No Contractor agrees to Pay $1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the Contract with the City.

[ ] Yes [ ] No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than $150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

[ ] Yes [ ] No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

[ ] Yes [ ] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay $1.00 per hour for work performed.

[ ] Yes [ ] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[ ] Yes [ ] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the OBO and Contract Compliance Office.
Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

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

*Required

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

_____ _____
CONTRACTOR (Signature) DATE

_____
NAME AND TITLE (Print or Type)