CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
BACKGROUND INVESTIGATION SERVICES
SOLICITATION NO. S72-T26318

Date Issued: August 18, 2017

Pre-Proposal Conference: August 29, 2017, 10:00 AM
Strategic Procurement Division
900 Bagby Conference Room #1
Houston Texas 77002
Conference Call: 832-395-1146

Pre-Proposal Questions Deadline: September 8, 2017 at 2:00 PM CST

Solicitation Due Date: September 28, 2017 at 10:30 AM CST

Solicitation Contact Person: Yvette Smith
yvette.smith@houstontx.gov
832-393-8765

Project Summary: This is a two (2) year contract with two (2) one-year renewal options for background investigation services for the Houston Department of Human Resources.

NIGP Code: 953-53, 961-30

MWBE Goal: 24%

Jerry Adams, Chief Procurement Officer

Date, 2017
# TABLE OF CONTENTS

## PART I – GENERAL INFORMATION

1.0 General Overview .......................................................................................................... 4
2.0 City of Houston Background.......................................................................................... 4
3.0 Solicitation Schedule..................................................................................................... 4

## PART II – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

1.0 Purpose ....................................................................................................................... 5
2.0 Scope of Services.......................................................................................................... 5
3.0 Project Tasks/Deliverables.......................................................................................... 5
4.0 Service Support............................................................................................................ 7
5.0 System Operations Requirements.............................................................................. 8
6.0 Technology.................................................................................................................. 8
7.0 Invoicing..................................................................................................................... 8

## PART III – EVALUATION AND SELECTION PROCESS

1.0 Interviews/Oral Presentation....................................................................................... 10
2.0 Selection Process ....................................................................................................... 10
3.0 Best and Final Offer .................................................................................................. 10
4.0 Evaluation Criteria...................................................................................................... 10
5.0 Additional Related Services...................................................................................... 11

## PART IV – SUBMISSION OF PROPOSAL

............................................................................................................................................... 12

## PART V – EXCEPTIONS TO TERMS AND CONDITION

............................................................................................................................................... 15

## PART VI – SPECIAL CONDITIONS

1.0 No Contact Period ....................................................................................................... 16
2.0 Equal Employment Opportunity................................................................................ 16
3.0 Minority and Woman Business Enterprises (M/WBE) ............................................. 16
4.0 Protests ....................................................................................................................... 16

## PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference. .......................................................................................... 16
2.0 Additional Information and Specification Changes .................................................. 16
3.0 Letter(s) of Clarification ............................................................................................ 16
4.0 Examination of Documents and Requirements ....................................................... 16
5.0 Post-Proposal Discussions with Proposer(s)............................................................ 17
PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

EXHIBIT I-A – OFFER AND SUBMITTAL ........................................................................................................... 20
EXHIBIT I-B – REFERENCES ............................................................................................................................ 21
EXHIBIT I-C – LIST OF SUBCONTRACTOR(S) .................................................................................................. 22
EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES CONTRACT REQUIREMENTS...23
EXHIBIT II – ATTACHMENT "A" SCHEDULE OF M/WBE PARTICIPATION ............................................. 24
EXHIBIT II – ATTACHMENT “B”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT .......................................................... 25
EXHIBIT II – ATTACHMENT "C": CERTIFIED M/WBE SUBCONTRACT TERMS ........................................... 26
EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT .......................................................... 27
EXHIBIT III – FORM “A”: FAIR CAMPAIGN .................................................................................................. 28
EXHIBIT IV – CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE .................................................. 31
EXHIBIT IV - AFFIDAVIT OF OWNERSHIP OR CONTROL ............................................................................. 32
EXHIBIT V – ANTI-COLLUSION STATEMENT .............................................................................................. 35
EXHIBIT VI – STATEMENT OF RESIDENCY .................................................................................................. 36
EXHIBIT VII – CONFLICT OF INTEREST QUESTIONNAIRE ........................................................................ 37
EXHIBIT VIII – PRE-EMPLOYMENT SCREENING SERVICES PRICING LIST .............................................. 39

PART IX – REQUIRED FORMS TO BE SUBMITTED BY AWARDED CONTRACTOR ONLY .................... 17

PART X – APPENDIX 1 – SAMPLE CONTRACT ............................................................................................... 40
PART I – GENERAL INFORMATION

1.0 General Overview

The Houston Department of Human Resources ("HR") is seeking Vendors to provide background investigation services for potential applicants seeking employment with the City of Houston ("City"). Vendors are encouraged to submit a proposed solution and strategy that will fulfill the requirements for providing such services to a large metropolitan entity.

2.0 City of Houston Background

The City of Houston ("City") is the fourth largest City in the United States comprising 23 departments with multiple locations throughout the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of $50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued in the City in the last five years has ranged from 19,000 to 23,000.

3.0 Solicitation Schedule

Listed below are the important dates for this Request for Proposal (RFP).

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of RFP Issued</td>
<td>August 18, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>August 29, 2017 at 10:00 AM</td>
</tr>
<tr>
<td>Questions from Proposers Due to City</td>
<td>September 8, 2017 at 2:00 PM</td>
</tr>
<tr>
<td>Proposals Due from Proposers</td>
<td>September 28, 2017 at 10:30 AM</td>
</tr>
<tr>
<td>Notification of Intent to Award (Estimated)</td>
<td>October 2017</td>
</tr>
<tr>
<td>Council Agenda Date (Estimated)</td>
<td>November 2017</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>November 2017</td>
</tr>
</tbody>
</table>
PART II – SCOPE OF WORK

1.0 PURPOSE

1.1 The purpose of the request for background investigation services are for vendors to offer such services that aligns with specific requirements and requests submitted by the Human Resources Department (“HR”). The HR Department will provide necessary information to initiate background process. The information provided to the vendor may include one or more of the following to conduct a successful background check, to include: driver’s license, social security number, previous employers, and/or applicants full name.

2.0 SCOPE OF SERVICES

Vendor shall provide background investigations for those individuals referred by the HR Department. Duties of the vendor shall include, but not limited to:

2.1 Vendor shall have the capacity to process a minimum of 225 background investigations submitted by the HR Department per month.

2.2 A standard pre-employment background investigation process shall be compromised of a nationwide and federal search for all new hires requested as part-time, full time positions, and for any level position as requested.

2.3 A background verification process for current City of Houston employees when applying for specific positions within the City’s organization.

2.4 Vendor shall provide the verification for at least the minimum information requested and shall make a minimum of three attempts to gain the verification information requested by HR.

2.5 Vendor shall provide the background verification results to HR within three (3) business days of the initial background request submitted by the City.

2.6 Vendor shall retain all background investigation records throughout the lifespan of the agreed upon contract with the Vendor and the City.

2.7 Vendor shall maintain records throughout the life of contract and only in the event the contract expires or is cancelled, the records shall become sole property of the City of Houston.

3.0 PROJECT TASKS/DELIVERABLES

3.1 For each applicant background investigation request, the results shall include nationwide, federal, state, and local primary/required (*) and secondary background information that allows the City to review all history available for each applicant to include the following types of request, but not limited to:

3.1.1 Employment Verification

The request for employment verification report shall provide the following background information in detail, but not limited to:

3.1.1.1 Dates of Employment*
3.1.1.2 Job Titles*
3.1.1.3 Re-Hire Status
3.1.1.4 Job Duties or Job Classification
3.1.1.5 Performance Evaluations
3.1.1.6 Attendance Records
3.1.1.7 Disciplinary actions in full detail, provided in the additional comments section.

3.1.2 **Education Verification***

The request for education verification report shall provide the following background information in detail, but not limited to:

3.1.2.1 College Credit Hours
3.1.2.2 Foreign Degrees
3.1.2.3 Domestic Degrees
3.1.2.4 High School Diploma
3.1.2.5 Certifications

3.1.3 **Criminal History***

The request for criminal history report shall provide the following background information in detail, but not limited to:

3.1.3.1 Specific crimes committed by applicant to what degree/level of crime.
3.1.3.2 Sentencing for conviction to include dates, deferred adjudication, probation, and fines.
3.1.3.3 Amount of each worthless check that resulted in a conviction or paid restitution.
3.1.3.4 Description of acronyms when identified in a report.

3.1.4 **Moral Turpitude***

The request for moral turpitude report shall provide the following background information in detail, but not limited to:

3.1.4.1 Crimes committed against property, to include fraud, and/or inherently evil intent.
3.1.4.2 The act of fraud whether it is aimed against individuals or government.
3.1.4.3 Crimes committed against government authority.
3.1.4.4 Crimes committed against person, family relationships and sexual morality.
3.1.4.5 Attempts, aiding and abetting, accessories and conspiracy of a crime.

3.1.5 **Military History***

Military history will be obtained from the Form DD 214 and must be an honorable discharge. If the applicant received an honorable discharge, was not subjected to any disciplinary action, and was not discharged for medical reasons, no further investigation of the applicant’s military history is necessary.

The request for military history report shall provide the following background information in detail, but not limited to:

3.1.5.1 Branch of Service
3.1.5.2 Unit Designation
3.1.5.3 Service Dates
3.1.5.4 Type of Job or Military Occupation Skills (MOS) obtained.
3.1.5.5 Education/skills attained while in Military Services.
3.1.5.6 Disciplinary actions shall be fully detailed and added in the additional comments section.
3.1.6 **Driving Record**

The request for driving record report shall provide the following background information in detail, but not limited to:

3.1.6.1 Type of Driver’s License Held
3.1.6.2 Department of Public Safety conviction record include: date(s) of moving violation(s), conviction(s), and accidents(s).
3.1.6.3 Specific moving violations for which the applicant has been convicted.
3.1.6.4 Sentence for each conviction and date of completion for each sentence.
3.1.6.5 Date of each outstanding traffic warrant and specific charge listed on each warrant.
3.1.6.6 Status of current driver’s license, good standing, denied, revoked or suspended.

4.0 **SERVICE SUPPORT**

4.1 Vendor shall provide unlimited customer support 24 hours a day, 7 days a week, 365 days per year both on-line and by telephone Monday – Friday (excluding holidays recognized by the Vendor).

4.2 Vendor shall ensure availability of system during peak hours, defined as M-F, 07:00 AM-9:00 PM, U.S. Central Time:

4.2.1 Production systems owned and operated by vendor and available to authorized end users; measured to the point where the vendor network connects to the internet.

4.2.2 System available at a minimum of 99% uptime (excluding scheduled downtime).

4.3 Vendor shall ensure availability of system during non-peak hours, defined as M-F 9:00 PM-7:00 AM, U.S. Central Time and 24 hours on Saturday and Sunday:

4.3.1 Production systems owned and operated by vendor and available to authorized end users; measured to the point where the vendor network connects to the internet.

4.3.2 System available at a minimum of 98% uptime (excluding scheduled downtime).

5.0 **SYSTEM OPERATIONS REQUIREMENTS**

5.1 Vendor shall provide all product upgrades to purchased packages. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

5.2 The vendor shall provide hosting, operations, and technical support, and maintenance of a system that may be used for the transmitting of data.

5.3 If the system exists as a third-party integration, then the primary vendor will enter a contract with the City of Houston and thus be responsible for the terms of system operations as listed:

5.3.1 **Security of information**

5.3.1.1 Confidentiality of the System
5.3.1.2 Password Login Changes
5.3.1.3 Role Assigned Access
5.3.1.4 Data Security Plan
5.3.1.5 Data Recovery Process
5.3.1.6 Back up Security Plan
5.3.1.7 System ability to support centralized management of orders submitted from many locations. The system shall allow for separate policies among multiple locations and the policy requirements managed by key managers.
5.3.1.8 Storage of file information

5.3.2 Implementation Process of the Electronic System

5.3.2.1 The vendor shall provide proposed timeline for services to be delivered.
5.3.2.2 The vendor shall provide a dedicated technical implementation team.
5.3.2.3 The vendor shall provide training to end user’s administration of the system.

5.3.3 Workflow Process*

5.3.3.1 Ability to initiate background checks and retrieve results from the Applicant Tracking System or web-based portal supported by the vendor.
5.3.3.2 Ability to interface with API technologies specifically, with an applicant tracking system that offers compatibility.
5.3.3.3 Approval/Disapproval Process
5.3.3.4 Signature Authorization Requirements
5.3.3.5 Upon hire, results must be transmitted to the system if record (OnBase).

6.0 TECHNOLOGY

6.1 The City embraces and prefers a vendor that can offer secure and electronic means of transmitting information for requesting background reports and receiving the results.

6.2 The system report shall offer API integration capabilities and a user-friendly workflow.

7.0 INVOICING:

7.1 The City is a single entity for accounting, billing and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:

Human Resources – Accounts Payable
P. O. Box 3685
Houston, Texas 77251-3685

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Price proposals of those shortlisted will be evaluated once they are identified by the evaluation committee. The shortlisted Proposer(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 shortlisted Proposer(s) will be completed. However, the evaluation
committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

1.0 INTERVIEWS/ORAL PRESENTATION/DEMONSTRATIONS:

The City reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the presentations is to inform the work of the evaluation committee. If necessary, Proposers may be required to make more than one presentation or demonstration.

2.0 SELECTION PROCESS:

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the City. Selected proposal will be submitted for approval by the appropriate City officials. The City of Houston intends to select a proposal that best meets the needs of the City and provides the overall best value. Upon approval of the selected Proposer, a contract will be executed by the appropriate City officials.

3.0 BEST AND FINAL OFFER (BAFO)

City reserves the right to request a Best and Final Offer from finalist Proposer(s), if necessary. At a minimum, the Best and Final Offer would consist of submitting a final Fee Schedule with associated costs and address any outstanding items previously identified during the evaluation of Proposals.

If the City chooses to invoke a “required BAFO” option, Proposals shall then be re-evaluated by the evaluation committee. The BAFO shall include instructions, requirements, and a specified submission due date.

4.0 EVALUATION CRITERIA:

4.1 Responsiveness of Proposal (Pass/Fail)

4.1.1 Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria to make a recommendation to City officials.

4.2 Technical Competence/Requirements (80 points total)

4.2.1 Qualifications and specialized experience of the organization to successfully provide background investigation services as evidenced by experience on proposals of similar scope and magnitude. (30 points)

   4.2.1.1 Company track record
   4.2.1.2 Past work assignments similar in size and scope to this RFP

4.2.2 Demonstrated expertise of the organization to perform and maintain the requirements outlined in the RFPs’ Scope of Work. (30 points)

   4.2.2.1 Quality of proposed plan of action
4.2.2.2 Level of quality of the detailed proposal
4.2.2.3 Proposed strategy and approach to deliver requirements
4.2.2.4 Training program

4.2.3 Specialized experience of Key Personnel and proposed individuals assigned to implement the project as evidenced by experience in similar roles on proposals of similar scope and magnitude. **(20 points)**

4.2.3.1 Implementation Team
4.2.3.2 In-house personnel
4.2.3.3 Outsourced Staff

4.3 **M/WBE Participation (Pass/Fail)**

4.3.1 Demonstrative Good Faith Efforts presented by Vendor.

4.4 **Financial Stability of Proposer (Pass or Fail)**

4.4.1 Audited financial statements or Federal Tax Forms filed with Internal Revenue Services (IRS) for the past two (2) fiscal years.

4.5 **Price Proposal (20 points)**

4.5.1 **THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE** that is clearly marked with the RFP title and solicitation number and the label “Price Proposal”. (Exhibit VIII)

**Note:** Hire Houston First (HHF) Ordinance (2011-0766): After scoring Proposals, preference points shall be distributed in the following manner:

- **5 Points:** For Proposer firm residing within the City of Houston city limits;
- **3 Points:** For Proposer whose firm is a local business residing within the adjoining 10 counties to the City of Houston city limits.
- **0 Points:** For Proposer whose company does not reside within Houston city limits, or within its adjacent 10 surrounding counties.

5.0 **ADDITIONAL RELATED SERVICES:**

5.1 In submitting Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of services, as provided herein, or deemed necessary and/or desirable by the City.

**PART IV – SUBMISSION OF PROPOSAL**

1.0 **Instructions for Submission**

1.1 **Number of Copies.** Submit **Six (6)** hard copies of your Proposal, including one (1) printed original signed in **BLUE** ink and notarized **Offer and Submittal Exhibit 1-A** form. In addition, submit **six (6)** electronic thumb drives submitted in a separate sealed envelope clearly labeled the title, located on the first page of this RFP document.
Send labeled proposal documents to the following address:

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

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

1.2 Time for Submission. Submissions shall be submitted no later than the date and time indicated for submission within this RFP. Late Submittals shall not be considered and shall be returned, unopened.

1.3 Format. Proposal shall be left-bound with information presented on double-sided pages. Material shall be organized to mirror the sequential order of the submission requirements and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials shall not be returned.

1.4 Complete Proposal. Proposers shall carefully review all requirements and submit all documents and information as instructed within this RFP. Incomplete submissions may result in proposal being deemed non-responsive, and may not be considered for further evaluation.

1.5 Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP title, date, and time for submission. It shall also indicate the name of the proposer. The Rate Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as “Price Proposal.” Thumb drives shall be submitted in yet another sealed envelope and marked accordingly. All other submission requirements shall be included with the Proposer’s Technical Proposal.

1.6 Timely Delivery of Proposals. The Proposal, including the Technical Proposal, Rate Proposal and signed Offer and Submittal form must be delivered by hand or mailed by one’s preferred courier to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the City Secretary’s Office and on any correspondence related to the Proposal. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary’s Office. Packages delivered by express mail services to other locations may not be re-delivered to its destination by the deadline hour.

1.7 Late Proposals. Proposers remain responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

2.0 Submission Requirements

2.1 Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer’s commitment to provide the services proposed, and contain evidential information supporting the number of years your company has been in business.
2.2 Executive Summary: The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, the key personnel who will be responsible for seeing the project through completion.

2.3 Offer and Submittal Form: See Exhibit I-A. (To be signed in BLUE ink and notarized)

2.4 General Company Information: Provide the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.

2.5 Key Personnel: Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City’s best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

2.5.1 Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel.

2.5.2 Provide a list of subcontractors your company proposes to engage on the following items of designated work related to the HR Department proposed contract. Complete and submit Exhibit I-C, provided in the solicitation.

2.6 Knowledge, Experience and Plan of Action: Provide detailed relevant information about your company’s knowledge, experience and expertise including:

2.6.1 Summarize three or more professional assignments/projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience providing background investigation services for a major metropolitan area.

2.6.2 Company track record: Provide a summary of company’s background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for the City of Houston.

2.6.3 Portfolio: Provide a detailed portfolio including samples of completed background investigation services projects and the total number of ongoing opportunities that your company is currently responsible for completion.

2.6.4 Submit a written proposed plan of action that clearly defines how the proposer will fulfill each project task/deliverable as it relates to the scope of work described within RFP, and how your company plans to meet the City’s requirement.

2.7 Client References: Submit Exhibit I-B, provide the name and reference contact information for three (3) clients for whom you have provided similar services as in the
RFP within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. (Add additional sheets if needed)

Specifically, provide the following:

2.7.1 Name and location of project(s);
2.7.2 “CURRENT” reference contact name, telephone numbers, and e-mail addresses;
2.7.3 Assignment/Project completion date(s) or status

2.8 M/WBE Participation: Identify an M/WBE subcontractor and submit a signed-off “M/WBE Letter of Intent” form identifying the role of each subcontractor for this implemented project.

2.9 Financial Stability: Provide the audited financial statements, for the past two (2) fiscal years, at a minimum, include the letter of opinion, balance sheet, schedules, and related auditor’s notes. Or submit Federal Tax Forms filed to the IRS for the past two (2) fiscal years.

2.10 Exceptions to Standard Contract: Submit any Exceptions to the standard sample contract and include the rationale for taking the Exception. Provide rationale for objections to the Article. Such Exceptions will be considered when evaluating the Proposer’s response to this RFP. If you are proposing alternate language, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

2.11 Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

2.12 Conflict of Interest: Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the Proposal.

2.13 Other: Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.

2.14 Forms and Certifications: Complete all forms and certifications attached, as appropriate.

2.15 Price Proposal: PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the labeled “Price Proposal”. DO NOT INCLUDE ON THE ELECTRONIC THUMB DRIVE. Complete and submit Exhibit VIII, provided in the solicitation.

PART V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer 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 Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer’s preprinted or standard terms will not be considered by the City as a part of any resulting contract.
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.

PART VI – SPECIAL CONDITIONS

1.0 No-Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)’s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder’s formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2.0 Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars ($50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

3.0 Minority and Woman Business Enterprises (M/WBE)

Vendor shall comply with the City’s Minority and Women Business Enterprise (“M/WBE”) program requirements as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The MWBE goal on this project is 24% of the contract. Vendor shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value stated in this Agreement to MWBE’s. Vendor acknowledges that it has reviewed the requirements for good faith efforts on file with the City’s Office of Business Opportunity (OBO) and shall comply with them.

4.0 Protests

“Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12)” http://www.houstontx.gov/policies/administrative_policies.html
PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

Pre-Proposal Conference shall be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposal(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.

2.0 Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, Yvette Smith by telephone: (832) 393-8765; or by the preferred e-mail method no later than September 8, 2017 at 2:00 PM to yvette.smith@houstontx.gov. The City of Houston shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and sent to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

3.0 Letter(s) of Clarification

3.1 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 Submission responses.

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

4.0 Examination of Documents and Requirements

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

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

5.0 Post-Proposal Discussions with Proposer(s)

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

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

1.0 Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)

2.0 Signed M/WBE Forms: Attachment “A” Schedule of M/WBE Participation, Attachment “B,”
PART IX- REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Vendor after the award recommendation:

1.0 Insurance Requirements and Insurance Certificate. For samples please visit the following links:
   http://purchasing.houstontx.gov/forms/Certificate_of_Insurance.pdf and
   http://purchasing.houstontx.gov/forms/Sample_Insurance_Endorsements.pdf

2.0 Drug Compliance Agreement “A,” Drug Policy Compliance Declaration Agreement “B,” and Contractor’s Certification of No Safety Impact Positions “C” and “D”

3.0 City Contractors’ Pay or Play Acknowledgement Form (POP-1)

4.0 Hire Houston First Affidavit (Download Copy at http://www.houstontx.gov/obo/hirehoustonfirst.html and submit to Office of Business Opportunity, Houston Business Solutions Center by e-mail to houstonbsc@houstontx.gov, or fax to 832-393-0650, or submit copy with proposal).

5.0 Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

6.0 Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at https://www.ethics.state.tx.us/tec/1295-Info.htm

PART X – GENERAL TERMS AND CONDITIONS – SAMPLE CONTRACT

Appendix 1- Sample Contract attached under solicitation.
NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED 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-B
REFERENCES
LIST OF PREVIOUS CUSTOMERS

1. Name: ______________________________  Phone No.: __________________
   Address: __________________________________________________________________
   Contract Award Date: _____________  Contract Completion Date: _____________
   Contract Name/Title: ________________________________________________________
   Email: _______________________________________________________________________
   Project Description: ____________________________________________________________

2. Name: ______________________________  Phone No.: __________________
   Address: __________________________________________________________________
   Contract Award Date: _____________  Contract Completion Date: _____________
   Contract Name/Title: ________________________________________________________
   Email: _______________________________________________________________________
   Project Description: ____________________________________________________________

3. Name: ______________________________  Phone No.: __________________
   Address: __________________________________________________________________
   Contract Award Date: _____________  Contract Completion Date: _____________
   Contract Name/Title: ________________________________________________________
   Email: _______________________________________________________________________
   Project Description: ____________________________________________________________

4. Name: ______________________________  Phone No.: __________________
   Address: __________________________________________________________________
   Contract Award Date: _____________  Contract Completion Date: _____________
   Contract Name/Title: ________________________________________________________
   Email: _______________________________________________________________________
   Project Description: ____________________________________________________________
EXHIBIT I-C
LIST OF SUBCONTRACTOR(S)

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.

<table>
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<tr>
<th>SEGREGATED PART OF WORK</th>
<th>SUBCONTRACTOR/SUPPLIER</th>
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# EXHIBIT II
## ATTACHMENT “A”
### SCHEDULE OF MWBE PARTICIPATION

<table>
<thead>
<tr>
<th>NAME OF MINORITY/WOMEN SUBCONTRACTOR</th>
<th>OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.</th>
<th>STREET ADDRESS AND CITY, STATE, ZIP CODE</th>
<th>TELEPHONE NO.</th>
<th>SCOPE OF WORK</th>
<th>AGREED PRICE</th>
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TOTAL: .................................................. $__________

MWBE PARTICIPATION AMOUNT: ...................... $________% 

TOTAL BID AMOUNT: ................................. $________
IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S MWBE 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 MWBE 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
NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: __________________________

Project Name and Number

Bid Amount: __________________________ M/W/SBE Goal: __________________________

Prime Contractor, agrees to enter into a contractual agreement with

MWBE Subcontractor, who will provide the following goods/services in connection

with the above-referenced contract:

________________________________________

for an estimated amount of $ __________________________ or __________________________% of the total contract value.

(M/W/SBE Subcontractor) is currently certified with the City of Houston’s Office of Business

Opportunity to function in the aforementioned capacity.

Prime Contractor M/W/SBE Subcontractor

Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of

Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contactor) Signed (M/W/SBE Subcontractor)

Printed Signature Printed Signature

Title Date Title Date
EXHIBIT II
ATTACHMENT “C”
CERTIFIED MWBE SUBCONTRACT TERMS

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION” and contain the following terms:

1. ______________________ (M/WSBE 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 Director (“the Director”).

2. ______________________ (M/WSBE 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 or 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.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of $100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. 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 Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.
EXHIBIT II
ATTACHMENT “D”
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT

Report Period: 

PROJECT NAME & NUMBER: ________________________ AWARD DATE: ________________________

PRIME CONTRACTOR: ________________________ CONTRACT NO.: ________________________

ADDRESS: ________________________ CONTRACT AMOUNT: ________________________

LIAISON/PHONE NO.: ________________________ MWBE GOAL: ________________________

<table>
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<tr>
<th>MWBE SUB/VENDOR NAME</th>
<th>DATE OF OBO CERTIFICATION</th>
<th>DATE OF SUBCONTRACT</th>
<th>SUBCONTRACT AMOUNT</th>
<th>% OF TOTAL CONTRACT</th>
<th>AMOUNT PAID TO DATE</th>
<th>% OF CONTRACT TO DATE</th>
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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:
MWBE’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
FAIR CAMPAIGN ORDINANCE

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

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

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

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of $30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, 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 III
FORM “A”: FAIR CAMPAIGN

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

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

Name ___________________________   _______________________________
Officer Address

Name ___________________________   _______________________________
Officer Address

Name ___________________________   _______________________________
Officer 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 IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

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 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 IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL

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

STATE OF ______________ $
COUNTY OF ______________$

BEFORE ME, the undersigned authority, on this day personally appeared __________________________________________
________________________________________[FULL NAME] (the “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
[ ] UNINCORPORATE ASSOCIATION
5. The information shown below is true and correct for the Contracting Entity; and
6. All owners of 10% 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] ____________________________________________

**10% 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] ____________________________________________
7. **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 V
ANTI-COLLUSION STATEMENT

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 VI
BIDDER’S STATEMENT OF RESIDENCY

The City may not award a contract for general construction, services, or purchases to a Nonresident Bidder unless Nonresident's Bid is lower than the lowest Bid submitted by a responsible Texas Resident Bidder by the same amount that a Texas Resident bidder would be required to underbid the Nonresident Bidder to obtain a comparable contract in the state in which Nonresident's principle place of business is located.

1. This certifies that the Bidder, __________________________________________, is a State of Texas Resident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(4) (Vernon 2016).

_________________________________________               __________________________________________
Signature                               Title

"Texas Resident Bidder" means a bidder whose principal place of business is in this State, and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in this State. When bidder cannot sign 1, above, proceed to 2.

2. a. __________________________________________ is a resident of __________________________ and is a Nonresident Bidder as defined in TEX. GOVT. CODE ANN. § 2252.001(3) (Vernon 2016).

_________________________________________               __________________________________________
Signature                               Title

"Nonresident Bidder" means a bidder whose principal place of business is not in this State, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this State.

b. The State of __________________________________________ [does/does not] _________ have a state statute giving preference to resident bidders.

_________________________________________               __________________________________________
Signature                               Title

If the answer to 2.b is that your state does have a statute giving preference to resident bidders, then you must provide a copy and proceed to 3.

3. A copy of the State of __________________________ statute is attached.

_________________________________________               __________________________________________
Signature                               Title

Date

************************************************************************************ Note to Specifier - Do not include this form if the Project will receive federal funding in whole or in part. If used, include reference in Document 00210 - Supplementary Instructions to Bidders.

States that currently penalize out-of-state bidders include, but may not be limited to, Colorado, Illinois, Iowa, Minnesota, Montana, North Dakota, Pennsylvania, and Wyoming. If Low Bidder is a resident of one of these states, consult the City of Houston Legal Department in adjusting the Bid Amount.

************************************************************************************
CONFLICT OF INTEREST QUESTIONNAIRE:
Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should not complete the CIQ if a conflict, as described below, does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.

Who must file a CIQ?
A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:
1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding $250.00.

When must the Vendor/Contractor or Agent file a CIQ?
The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:
1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds $250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?
Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:
1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

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 Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Jerry Adams, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. Any questions about filling out this form should be directed to your attorney.
EXHIBIT VII
CONFLICT OF INTEREST QUESTIONNAIRE

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.

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 02/29/2007
# EXHIBIT VIII
(Price Proposal)

## PRE-EMPLOYMENT SCREENING SERVICES PRICING LIST

<table>
<thead>
<tr>
<th><strong>A. INDIVIDUAL SERVICES:</strong></th>
<th><strong>PRICE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. One Lifetime County Criminal Background Check</td>
<td></td>
</tr>
<tr>
<td>Each Additional County</td>
<td></td>
</tr>
<tr>
<td>2. One Lifetime County Civil Background Check</td>
<td></td>
</tr>
<tr>
<td>3. Statewide Searches (where available)</td>
<td></td>
</tr>
<tr>
<td>4. Federal Criminal Background Check</td>
<td></td>
</tr>
<tr>
<td>5. Social Security Number Verification</td>
<td></td>
</tr>
<tr>
<td>6. Driving Record (MVR)</td>
<td></td>
</tr>
<tr>
<td>7. Education Verification (includes international)</td>
<td></td>
</tr>
<tr>
<td>8. Military Verification (includes international)</td>
<td></td>
</tr>
<tr>
<td>9. Present &amp; Previous Employment Verification (includes international)</td>
<td></td>
</tr>
<tr>
<td>10. File Refreshing, Updating</td>
<td></td>
</tr>
<tr>
<td>11. File Retention</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>B. ADDITIONAL SERVICES:</strong></th>
<th><strong>PRICE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>12. Product Implementation</td>
<td></td>
</tr>
<tr>
<td>13. End User Training</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 1
(SAMPLE CONTRACT)
THE STATE OF TEXAS

COUNTY OF HARRIS

I. PARTIES

A. Address

THIS AGREEMENT FOR ____________________________ ("Agreement")
is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a
home rule municipality of the State of Texas, and ____________________________
("Contractor"), a ____________________________, authorized to do business in the State of Texas.

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

City

Contractor

Department

or Designee

City of Houston

Phone Number: __________________

Houston, Texas 77002

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. PARTIES</td>
<td>1</td>
</tr>
<tr>
<td>A. Address</td>
<td>1</td>
</tr>
<tr>
<td>B. Table of Contents</td>
<td>1</td>
</tr>
<tr>
<td>C. Parts Incorporated</td>
<td>3</td>
</tr>
<tr>
<td>D. Signatures</td>
<td>4</td>
</tr>
<tr>
<td>II. DEFINITIONS</td>
<td>5</td>
</tr>
<tr>
<td>III. DUTIES OF CONTRACTOR</td>
<td>7</td>
</tr>
<tr>
<td>A. Scope of Services</td>
<td>7</td>
</tr>
<tr>
<td>B. Coordinate Performance</td>
<td>7</td>
</tr>
<tr>
<td>C. Payment of Subcontractors</td>
<td>7</td>
</tr>
<tr>
<td>D. Personnel of the Contractor</td>
<td>7</td>
</tr>
<tr>
<td>E. RELEASE</td>
<td>8</td>
</tr>
<tr>
<td>F. INDEMNIFICATION</td>
<td>8</td>
</tr>
<tr>
<td>G. INDEMNIFICATION PROCEDURES</td>
<td>10</td>
</tr>
<tr>
<td>Other Insurance</td>
<td>14</td>
</tr>
<tr>
<td>H. Insurance</td>
<td>14</td>
</tr>
<tr>
<td>I. Warranty</td>
<td>14</td>
</tr>
<tr>
<td>J. Confidentiality - Protection of City's Interest</td>
<td>14</td>
</tr>
<tr>
<td>K. Use of Work Products</td>
<td>14</td>
</tr>
<tr>
<td>L. Licenses and Permits</td>
<td>15</td>
</tr>
<tr>
<td>M. Compliance with Laws</td>
<td>15</td>
</tr>
<tr>
<td>N. Compliance with Equal Opportunity Ordinance</td>
<td>15</td>
</tr>
<tr>
<td>P. Drug Abuse Detection and Deterrence</td>
<td>15</td>
</tr>
<tr>
<td>IV. DUTIES OF CITY</td>
<td>19</td>
</tr>
<tr>
<td>A. Payment Terms</td>
<td>19</td>
</tr>
<tr>
<td>B. Expenses and Reimbursement</td>
<td>20</td>
</tr>
<tr>
<td>C. Taxes</td>
<td>20</td>
</tr>
<tr>
<td>D. Method of Payment</td>
<td>20</td>
</tr>
<tr>
<td>E. Method of Payment - Disputed Payments</td>
<td>21</td>
</tr>
<tr>
<td>F. Limit of Appropriation</td>
<td>21</td>
</tr>
<tr>
<td>V. TERM AND TERMINATION</td>
<td>22</td>
</tr>
<tr>
<td>A. Contract Term</td>
<td>22</td>
</tr>
<tr>
<td>B. Renewals</td>
<td>23</td>
</tr>
<tr>
<td>C. Termination for Convenience by City</td>
<td>23</td>
</tr>
<tr>
<td>D. Termination for Cause</td>
<td>24</td>
</tr>
<tr>
<td>E. Termination for Cause by Contractor</td>
<td>25</td>
</tr>
<tr>
<td>VI. MISCELLANEOUS</td>
<td>26</td>
</tr>
<tr>
<td>A. Independent Contractor</td>
<td>26</td>
</tr>
<tr>
<td>C. Severability</td>
<td>28</td>
</tr>
<tr>
<td>D. Entire Agreement</td>
<td>28</td>
</tr>
<tr>
<td>E. Written Amendment</td>
<td>30</td>
</tr>
</tbody>
</table>
EXHIBITS

A. Scope of Basic Services
B. Drug Policy Compliance Agreement
C. Certification of No Safety Impact Positions
D. Drug Policy Compliance Declaration
E. Pricing Form

C. Parts Incorporated

The above-described sections and exhibits are incorporated into this Agreement.
D. **Signatures**

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

**ATTEST:**

By: ____________________________
Name: __________________________
Title: __________________________

**By:** __________________________
Name: __________________________
Title: __________________________
Tax I.D. __________________________

**ATTEST/SEAL:**
Signed by:

City Secretary __________________________
Mayor __________________________

**APPROVED:**

Chief Procurement Officer __________________________
City Controller __________________________

**APPROVED:**

Director __________________________ Department __________________________

**APPROVED AS TO FORM:**

Senior Assistant City Attorney __________________________
L.D. File No. __________________________

6:\CONTRACT\MIM\HPD105.DOC
L.D. FILE NO. __________________________

2/15/2010
II. DEFINITIONS

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

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

"Chief Procurement Officer" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the Chief Procurement Officer acting within the limits of delegated authority.

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

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

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

"Department" means the_____________________.

"Director" means the Director of the____________________ Department, or the person he or she designates.

"Notice to Proceed" means a written communication from the Chief Procurement Officer to Contractor instructing Contractor to begin performance.

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

"Project" means the__________________________.
III. DUTIES OF CONTRACTOR

A. Scope of Services
In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the basic services for the Project described in Exhibit "A."

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

C. Payment of Subcontractors
Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

D. Personnel of the Contractor
Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.
E. RELEASE

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

F. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS= FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY INCLUDING ANY LOSS, DAMAGE, CLAIM, COST, EXPENSE AND LIABILITY, INCLUDING ALL INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, WHICH MAY BE INCURRED BY OR ASSERTED AGAINST CITY ARISING OUT OR RELELATED TO CONTRACTOR=S BREACH OF CONTRACT, REGARDLESS OF WHETHER THE DAMAGES ARE ACTUAL, INCIDENTAL,
CONSEQUENTIAL OR PUNITIVE, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) CONTRACTOR=S AND/OR ITS AGENTS=, EMPLOYEES=, OFFICERS=, DIRECTORS=, CONTRACTORS=, OR SUBCONTRACTORS= (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS OR BREACH OF CONTRACT;

(2) THE CITY=S AND CONTRACTOR=S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY=S AND CONTRACTOR=S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR=S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE, EXCEPT FOR DIRECT AND/OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF CONTRACT, WHICH SHALL BE LIMITED TO ALL INDIRECT, INCIDENTAL AND
CONSEQUENTIAL DAMAGES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

G. **INDEMNIFICATION PROCEDURES**

(1) **Notice of Claims.** If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

   (a) a description of the indemnification event in reasonable detail,

   (b) the basis on which indemnification may be due, and

   (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) **Defense of Claims**

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

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

H. **Insurance**

(a) **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMIT OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>• Statutory for Workers' Compensation</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>• Bodily Injury by Accident $100,000 (each accident)</td>
</tr>
<tr>
<td></td>
<td>• Bodily Injury by Disease $100,000 (policy limit)</td>
</tr>
<tr>
<td></td>
<td>• Bodily Injury by Disease $100,000 (each employee)</td>
</tr>
<tr>
<td>Commercial General Liability: Bodily and Personal</td>
<td>• Bodily Injury and Property Damage, Combined Limits of</td>
</tr>
<tr>
<td>Injury; Products and Completed Operations</td>
<td>$1,000,000 each Occurrence, and $1,000,000 aggregate</td>
</tr>
<tr>
<td>Coverage</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>• $1,000,000 combined single</td>
</tr>
</tbody>
</table>
(b) **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements in Section III.G.(a). Prior to beginning performance under the Agreement, at any time upon the Director’s request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed $100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than $500,000 per claim.

(c) **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have 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 at least B+, and a Best's Financial Size Category of Class VI or better, according 
to the most current Best's Key Rating Guide.

(d) **Required Coverage.** The City shall be an Additional Insured under this Agreement, 
and all policies, except Professional Liability and Worker's Compensation, shall explicitly name 
the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured 
without regard to other Contract provisions. Contractor waives any claim or right of subrogation 
to recover against the City, its officers, agents, or employees, and each of Contractor's insurance 
policies except professional liability must contain coverage waiving such claim. Each policy, 
except Workers' Compensation and Professional Liability, must also contain an endorsement 
that the policy is primary to any other insurance available to the Additional Insured with respect 
to claims arising under this Contract.

All certificates of insurance submitted by Contractor shall be accompanied by 
endorsements for 1) Additional Insured coverage in favor of the City for Commercial General 
Liability and Automobile Liability policies, and 2) Waivers of Subrogation in favor of the City 
for Commercial General Liability, Automobile Liability and Workers' 
Compensation/Employers' Liability policies. The Director will consider all other forms on a 
case-by-case basis.

(e) **Notice.** CONTRACTOR SHALL GIVE 30 CALENDAR DAYS' ADVANCE 
WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES 
ARE CANCELED OR NON-RENEWED. Within the 30 calendar-day period, Contractor
shall provide other suitable policies in order to maintain the required coverage. 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.

(f) **Other Insurance.** Contractor will, within a reasonable time upon written request, furnish to the City an affidavit that Contractor is in full compliance with Social Security and Unemployment Compensation Insurance, to the extent such provisions are applicable to Contractor’s operations hereunder. If such provisions are not applicable to Contractor’s operations hereunder, then Contractor shall not be required to furnish such an affidavit.

I. **Warranties**

Contractor’s performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

J. **Confidentiality - Protection of City’s Interest**

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, “the Information”) that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

K. **Use of Work Products**
(1) The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

(2) Contractor warrants that it owns the copyright to the Documents.

(3) Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

L. Licenses and Permits

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

M. Compliance with Laws

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

N. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City’s Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.”

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

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

(a) a copy of its drug-free workplace policy,

(b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C," together with a written designation of all safety impact positions and,

(c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement or on completion of this Agreement if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

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

P. **Pay or Play**

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.
R. Contractor Performance

Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor’s employees shall 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.

S. MWBE Compliance

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 ___% 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.

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

1. _____________________ (MWBE 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
2. __________________________ (MWBE subcontract) 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 or the applicable statute of limitations.

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

4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

IV. DUTIES OF CITY

A. Payment Terms
The City shall pay Contractor for the basic services Contractor renders under this Agreement in accordance with the budget set forth in Exhibit "E."

B. Expenses and Reimbursement

Reimbursable expenses include the following:

1. the ordinary and reasonable cost, including any sales tax Contractor is legally required to pay, for monitors, facilities, tables and chairs as described in Exhibit "E" Contractor incurs during its performance of services under this Agreement; and

2. the ordinary and reasonable costs of travel to points outside of Houston by Contractor’s representatives, not to exceed the amount established under the City’s then-current travel reimbursement policy for its employees, if the travel is reasonably necessary to accomplish a task and authorized by the Director.

C. Taxes

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

D. Method of Payment

The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas
Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

E. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. If the dispute is settled in favor of the Firm, the Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. If the dispute is settled in favor of the City, the City shall not pay the disputed amount.

F. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated
$0.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor=s only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

V. TERM AND TERMINATION

A. Contract Term
This Agreement is effective on the Countersignature Date and remains in effect for three years, unless sooner terminated under this Agreement. Contractor shall not commence services hereunder until such time as the Chief Procurement Officer issues a notice to proceed to Contractor authorizing the initiation of services. All dates set forth in Exhibit "A" shall begin, not from the Countersignature Date, but from the issuance of the notice to proceed.

B. Renewals

Upon expiration of the initial term and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms or portion thereof upon the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

C. Termination for Convenience by City

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

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services
actually performed, but not already paid for, in the same manner as prescribed in Section IV unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR’S ONLY REMEDIES FOR THE CITY’S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY’S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

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

(1) Contractor fails to perform any of its duties under this Agreement;

(2) Contractor becomes insolvent;

(3) all or a substantial part of Contractor’s assets are assigned for the benefit of its creditors; or

(4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole
option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

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

E. Termination for Cause by Contractor

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

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.
B. **Force Majeure**

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

2. This relief is not applicable unless the affected party does the following:
   (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
   (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

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

5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days’ written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.

6. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

C. Severability

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

D. Entire Agreement
This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.
E. **Written Amendment**

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

F. **Applicable Laws**

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

G. **Notices**

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

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

I. Non-Waiver

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

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

J. Inspections and Audits

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

K. Enforcement

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

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

M. **Survival**

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

N. **Publicity**

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

O. **Risk of Loss**

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

P. **Parties In Interest**

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

Q. **Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.
R. **Business Structure and Assignments**

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

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

S. **Remedies Cumulative**

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

T. **Contractor Debt**

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

CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.
EXHIBIT "A"

SCOPE OF SERVICE
EXHIBIT "B"

DRUG POLICY COMPLIANCE AGREEMENT

I, _______________________________, 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.


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 “C”

CONTRACTOR’S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, ________________________________, ________________________________,
(Name) (Title)

as an owner or officer of ________________________________ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and 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 ________________________________.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of
Personnel if any safety impact positions are established to provide services in performing this City
Contract.

__________________________________________________________
(Date) (Typed or Printed Name)

__________________________________________________________
(Signature) (Title)
EXHIBIT "D"
DRUG POLICY COMPLIANCE DECLARATION

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 6 months from __________ to __________, 20____.

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

_________ Written drug testing procedures have been implemented in conformity with the
Initials  Employees have been notified of such procedures.

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

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

_________ From ________________ to ________________ the following test has occurred
Initials  (Start date)  (End date)

<table>
<thead>
<tr>
<th>Number Employees Tested</th>
<th>Random</th>
<th>Reasonable</th>
<th>Post</th>
<th>Total</th>
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<table>
<thead>
<tr>
<th>Number Employees Positive</th>
<th>Random</th>
<th>Reasonable</th>
<th>Post</th>
<th>Total</th>
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<table>
<thead>
<tr>
<th>Percent Employees Positive</th>
<th></th>
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</thead>
</table>

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

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

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

__________________________________________

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L.D. FILE NO.
EXHIBIT "E"

FEES