

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S33-T26082

YOUTH WORKFORCE SYSTEM
(Hire Houston Youth)

Date Issued: December 16, 2016

Pre-Proposal Conference: January 4, 2017 @ 9:30 A.M. CST
Strategic Procurement Division
900 Bagby, Conference Room 1
Houston, TX 77002

**Pre-Proposal Questions
Deadline:** January 6, 2017 @ 12:00 P.M CST.


Solicitation Due Date: January 19, 2017 @ 2:00 P.M., CST

Solicitation Contact Person: Conley Jackson
conley.jackson@houstontx.gov
832-393-8733

Project Summary: Two year contract for a Youth Workforce System with the option for three (3) one year renewals.

NIGP Code: [208-37,209-38 and 920-03]

MWBE Goal: 11%



John Gillespie, Chief Procurement Officer

December 16, 2016

Date

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PART I – GENERAL INFORMATION

1.0 General Information

The City of Houston (COH) is issuing this Request for Proposal (“RFP”) and Interest to companies and/or organizations (“Vendors”) with products and services (“Solutions”) targeting the software/database marketplace. Vendors are encouraged to submit a proposed solution and strategy that will fulfil the requirements shown in the scope of work. .

2.0 Background

The COH offers its Summer Youth Employment Program (SYEP), otherwise known as “Hire Houston Youth,” which provides job-readiness training and places participants in paid internships for periods of seven (7) to eight (8) weeks in City departments and with private sector employers.

There are three (3) types of employer subgroups within Hire Houston Youth: COH, non-profit organizations, and private sector employers. Common features include the following:

- Participants utilize a centralized application system to apply for the opportunity to participate in a paid job or internship.
- Participants work for seven weeks, beginning in early June, preceded by one week of job readiness training.

The employer type subgroups vary in the numbers of participants, the weekly hours worked, and process of payment for hours worked.

- The COH employer subgroup has ranged in size from 400-500 participants in the past three (3) years. Participants worked 28.5 hours per week, Monday through Thursday. Program wages are paid from public funds and utilize a payroll management system to administer them.
- The non-profit organization employer subgroup included 18 participants in summer 2016. Participants worked 40 hours per week. Program wages are paid from private donations collected and a payroll management system to administer them. Non-profit organizations are chosen as work sites through a competitive application system and selection process.
- The private sector employer subgroup included 652 participants in summer 2016. Participants worked between 20-40 hours per week. Program wages are paid by private sector employers and do not required a centralized payroll management system. Private sector employers are chosen as work sites through an application system.

The anticipated number of participants for Hire Houston Youth in summer 2017 is 5,000, with 500-700 participants working in the City of Houston employer subgroup; 50 participants in the non-profit organization subgroup; and 4250-4450 participants in the private sector subgroup.

3.0 Goals and Objectives for this RFP

The COH is seeking an appropriately qualified vendor to build and administer a database for its Summer Youth Employment Program, otherwise known as “Hire Houston Youth” (HHY). See Part II for more details.

4.0 No Joint Proposals

The City will not consider joint or collaborative proposals that require it to contract with more than one (1) Proposer.

5.0 Texas Public Information Act

Proposals will be subject to the Texas Public Information Act (the Act), located in Texas Government Code Chapter 552 and may be disclosed to the public upon request. Subject to the Act, Proposers may protect trade secret and confidential information from public release. If the Proposer asserts that information provided in the proposal is trade secrets or other confidential information, it must clearly mark such information in boldface type and include the words “**confidential**” or “**trade secret**” at top of the page in at least 14 point font.

Furthermore, the Proposer must identify trade secret or confidential information and provide an explanation of why the information is exempt from public disclosure under the Act in the other section of the Technical Proposal.

The Finance Department will process any request from a member of the public in accordance with the procedures outlined in the Act. Proposers should consult the Texas Attorney General’s website for information concerning the Act’s application to proposals and potential exceptions to disclosure.

6.0 Solicitation Schedule

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

EVENT

Date of RFP Issued
Pre-Proposal Conference
Questions from Proposers Due to City
Proposals Due from Proposers
Notification of Intent to Award (Estimated)
Council Agenda Date (Estimated)
Contract Start Date (Estimated)

DATE

December 16, 2016
January 4, 2017
January 6, 2017
January 19, 2017
March 8, 2017
April 5, 2017
April 10, 2017

PART II – SCOPE OF WORK

Shortlisted proposer(s) will be required to provide a demonstration of proposed solution.

- ~~4.0~~** The contractor shall keep confidential and not release for commercial purposes any information gathered about participants. In addition, the contractor shall ensure that the system is ready to accept SYEP applications no later than April 10, 2017.

2.0 System Requirements

- 2.1 The system shall be Web based, capable of running without error on PC and MAC systems, compatible with IE6x/7x/11, Firefox3x, Google Chrome, and Apple Safari.

2.2 System Core Functions

The system must be capable of delivering the following the core functions:

2.2.1 Intake

2.2.1.1 For SYEP Employers

2.2.1.2 For Participants

2.2.2 Applicant Selection and Enrollment

2.2.2.1 Data Exchange

2.2.2.1.1 Ability to both Import and Export Data in bulk, automatically and transmit it securely.

a. Via secure FTP or HTTPS

- Common Specifications

2.2.2.2 Log-In Page

2.2.2.2.1 Features HHY and City of Houston logos

2.2.2.2.2 Unique usernames and passwords

2.2.2.2.3 Secure website

2.2.2.2.4 ADA compliant

2.2.2.2.5 Must be compatible with current versions of Microsoft Internet Explorer, Apple Safari, Mozilla Firefox, Chrome, and any other common internet browsing software applications

2.2.2.3 Conventions

2.2.2.3.1 The system will allow application entry, participant enrollment and worksite application entry to operate one cycle at a time; and;

- 2.2.2.3.2 It will keep the information from each cycle independent from other cycles.
- 2.2.2.3.3 System should be able to allow application entry, participant enrollment, and worksite application entry for a future cycle while allowing participant information for past and present cycles to be edited.
- 2.2.2.3.4 Each item, search criteria, etc. is by cycle
- 2.2.2.3.5 Pull down selection options
- 2.2.2.3.6 Validated pull down selection options
- 2.2.2.3.7 Required and optional fields
- 2.2.2.3.8 Disclaimers and restrictions
- 2.2.2.3.9 System timeout after 20 minutes of inactivity

2.2.2.4 Home

From the home page, a user/participant can jump to any step in the application process if the program is in the application stage.

- 2.2.2.4.1 A user/participant can:
 - a. Enter a new application, with the capability to attach resumes and other documents.
 - b. Search for incomplete applications to view or finish.
 - c. Accept Jobs

- 2.2.2.4.3 Employer:
 - a. Search for complete applications
 - b. Search for selected applications
 - c. Search for pending participants
 - d. Search for enrolled participants

2.2.2.5 Usernames

- 2.2.2.5.1 Unique usernames are created for each system user.
- 2.2.2.5.2 When created, the system automatically emails the new user a temporary password.
- 2.2.2.5.3 Upon a new user's first login, the password must be updated.

- 2.2.2.5.4 Passwords are reset if a user loses his/her. A new password is generated and sent to the user's email.
 - 2.2.2.5.5 All changes occur in real time
 - 2.2.2.6 Integrated Workforce Case Management System & Data Management.
 - 2.2.2.6.1 Self-Registration for Employment & Job Placement Services.
 - 2.2.2.6.2 Custom Intake Forms to meet City of Houston Requirement.
 - 2.2.2.6.3 Registration of Employers and Partner Agencies.
 - 2.2.2.6.4 Routing of Participants to Employers and Partner Agencies.
 - 2.2.2.6.5 Upload participant data from workforce trainings to classify those participants as having completed the training.
 - 2.2.2.6.6 Mobile Adaptive User Interface.
 - 2.2.2.6.7 User Account Integration with Social Media.
 - 2.2.2.6.8 Dashboards and Analytics.
 - 2.2.2.6.9 Provide access for SYEP Employers to submit and maintain a weekly report tracking youth progress and attendance.
- 2.2.3 Provide online and mobile access to Local Labor Data and Career Exploration Resources.
 - 2.2.3.1 Integrated, O*NET or equivalent work values and interest analyzer assessments
 - 2.2.3.2 Integrated, Local Labor Market Information from Workforce Information Database (WID).
 - 2.2.3.3 Career exploration tools and occupation videos.
 - 2.2.3.4 Integrated resume builder using wizard or ability for students to cut and paste a resume from a PDF or Microsoft Word.
 - 2.2.3.5 Local real-time job demand data, including the skills, certifications and technologies local employers require.
 - 2.2.3.6 Step-by-step guides that shows students all of the information and resources available to them in Houston.

- 2.2.3.7 Custom branded web site with content management capability for City of Houston information, events, news and updates.
- 2.2.3.8 Job search tools displaying jobs, uploaded daily from local Corporate Partners including Internships and Apprentices.
- 2.2.3.9 Track portal usage for all students.

3.0 Contractor Duties

- 3.1 Delivery and administration of information technology that can supply the input, storage, and reporting of data required to:
 - 3.1.1 Administer an online application system for SYEP that can accept up to 20,000 applicants annually;
 - 3.1.2 Provide data processing of participant employment documentation and enrollment;
 - 3.1.3 Administer an online platform for employers to sign up as worksites.
 - 3.1.4 Maintain a database of all participant and worksite records. Retain participant specific data from all years for use in future cycles.
- 3.2 Preparation and delivery of reports and files as requested by the City of Houston for oversight purposes.
- 3.3 Youth Digital Development and Training
 - 3.3.1 Provide digital tools for issuing Digital Badges.
 - 3.3.1.1 City of Houston Digital Workforce Badges graphics.
 - 3.3.1.2 Create a digital mechanism that allows participants to earn badges.
 - 3.3.1.3 Distribution of badges to recipients via email and their platform profile, accessible to employers to view as part of the application process.
 - 3.3.1.4 Reports and dashboards describing the distribution of badges by badge type and participant demographics.
 - 3.3.2 Maintain comprehensive information from SYEP Employers on worksite placements that includes, but is not limited to, work site agreements.,
- 3.4 Coordinate Performance
 - 3.4.1 Contractor shall coordinate its performance with the Director of Education and/or designees(s). Contractor shall keep said person(s) currently advised of developments relating to the performance of this agreement and the contractor shall at all appropriate times advise and consult with the Director.

4.0 Security

4.1 Contractor must articulate the security that will exist within the platform, including:

- 4.1.1 The security that will exist within the application to prevent abuse and malicious activities.
- 4.1.2 The method of protection from standard IP vulnerabilities, including denial-of-service attacks.
- 4.1.3 If the application is cloud hosted, explain the type of Operating System (OS) that will be deployed on the hosted servers and intended methods to prevent OS security exploits of operating systems.
- 4.1.4 If the application is cloud hosted, provide written policies, procedures, and methods for ensuring cloud hosted application security.
- 4.1.5 Methods to prevent device-level exploits, which should include any locally, installed gateways, data storage devices, etc.
- 4.1.6 Description of contractor's incident response plan, including previous response history and examples.
- 4.1.7 In the event of a breach or security issue, describe the contractor's designated customer contact process.
- 4.1.8 Provide company written Service Level Agreement that covers security concerns, risks, and liability coverage.
- 4.1.9 Provide addresses for all locations where the Houston City Data would be stored and processed, including the location of the contractor's primary and backup data centers. The City of Houston will require the successful contractor to store and process all City Data only in the continental United States.
- 4.1.10 Describe how physical access to the data center is controlled.
- 4.1.11 Contractor shall state whether its facilities, software, or company has received or will receive in the next 6 months, a security audit report conducted by an independent third party, such as a Standards for Attestation Engagements ("SSAE") No. 16 SOC1 Type II Report (or equivalent report) or a HIPAA compliance report. Contractor shall provide a copy of the most recent report(s), if any
- 4.1.12 Contractor shall explain how security compliance is maintained with applicable rules and regulations (such as PCI, HIPPA, etc).

5.0 License and Ownership

- 5.1 Contractor shall transfer, assign, and convey a nonexclusive, perpetual and irrevocable license for any and all materials delivered under any contract that is entered into as a result of this solicitation to the City of Houston, free and clear of any liens, claims or other encumbrances. The City of Houston may use any work product prepared by the contractor in such manner, for such purposes, and as often as the City of Houston may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the contractor.

- 5.2 The City of Houston may consider other licensing and/or ownership arrangements at its discretion.
- 5.3 The City of Houston would retain ownership of all data.
- 5.4 Contractor may not use data for any other purposes.

6.0 Maintenance/Support

- 6.1 Proposer's solution must include maintenance, support, training and setup at no cost. The solution should also include knowledge transfer and training such that the City can be self-sufficient in maintaining, customizing, and configuring the database.
- 6.2 Administrators have access to maintenance rights within the system
- 6.3 Application Entry can be turned on/off at request of COH.
- 6.4 Worksite Entry can be turned on/off at request of COH.
- 6.5 Administrators shall have the ability to view submitted worksite applications and approve them when necessary.
- 6.6 Contractor shall provide a detailed proposed backup and retention process. In the event recovery is necessary, contractor shall restore data within a timely manner.

7.0 Invoicing

- 7.1 The contractor shall submit quarterly invoices for services reflecting the costs of the items set forth in the proposal.
- 7.2 The invoice must be identified by the agreement name and agreement number. All invoices shall be emailed to designated accounts payable representatives, delivered or mailed to the following locations;

City of Houston
Mayor's Office of Education
901 Bagby Street, 4th Floor
Houston, Texas 77002

8.0 Additions and Deletions

- 8.1 The City, by written notice from the Director or Chief Procurement Officer to the Contractor, at any time during the term of the contract, may add or delete like or similar services to the list of locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City of Houston. Locations and/or services added will be subject to the contract services and charges or rates as specified in the contract. In the event the additional locations and/or service are not identical to any item defined in this contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the locations and/or services classified in the contract.

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 (but not limited to) the Qualifications, Experience and Proposed Solutions requirements. Price proposals of those shortlisted will be scored. 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. **Shortlisted proposer(s) will be required to provide a demonstration of proposed solution.**

1.0 Interviews/Oral Presentations

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

City reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If City chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

4.0 Evaluation Criteria

4.1 Responsiveness of Proposal

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

4.2 Technical Competence

- a. Quality of the overall proposed solution, including but not limited to strategy and understanding of RFP technical requirements outlined in the RFP Scope of Work. 20%
- b. Quality of the overall proposed system design, support plan, and reporting capabilities. 30%
- c. Qualifications and experience of key personnel assigned as evidenced by their credentials and role in like projects. 40%
- d. Financial stability of the proposer Pass/fail
- e. Minority and Woman Small Business Enterprises (MWSBE) participation Pass/fail

4.3 Price Proposal 10%

Note. Price will not be used to determine the shortlisted proposer.

Price proposal shall be enclosed in a separate sealed envelope marked “Price Proposal”. The price proposal shall include a detailed budget for each of the following:

Item Description	License Fee	Monthly Fee	Miscellaneous Expenses

PART IV – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

- 1.1 **Number of Copies.** Please submit **seven (7)** copies of the Proposal; **one (1) printed original** signed in BLUE ink, and **six (6)** electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

**City Secretary’s Office
City Hall Annex, 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.** Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.

- 1.3 **Format.** Proposal should be left-bound with information on both sides of the page when appropriate. Material must be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
- 1.4 **Complete submission.** Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.
- 1.5 **Packaging and Labeling.** The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal". All other submission requirements shall be included with the Technical Proposal.
- 1.6 **Timely delivery of Proposals.** The Proposal, including the Technical Proposal, the Pricing Proposal and signed Contract, must be delivered by hand or sent to the City Secretary's Office via courier services 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 delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
- 1.7 **Late Proposals.** The proposer remains 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 so received, regardless of whether the delay is caused by the U.S. Postal Service, the 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. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.
- 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
- 2.4 **Methodology and Proposed Solution:**
 - 2.4.1 Provide a detailed proposed plan of action that clearly defines how the proposer will fulfill each service requirement outlined in the RFP Scope of Work.
 - 2.4.2 System layout design, support plan and reporting capabilities.
- 2.5 **Qualifications and Experience of the Proposer:**

- 2.5.1 The proposer shall include the qualifications and experience of key personnel and additional staff that will be associated with the project.
- 2.5.2 The proposer shall provide chronological resumes of the key personnel that will be assigned to the project.
- 2.6 MWSBE Participation: Proposer shall identify the MWSBE participation level and the role that each MWSBE firm will have in the project implementation. Since MWSBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section. **Do not include in requirements and specifications proposal. Include each document with the sealed price proposal.**
- 2.7 Financial Stability. Provide the audited financial statements or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two fiscal years. **At a minimum, include a balance sheet for the past two years. Balance sheets are preferred.**
- 2.8 Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 2.9 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.
- 2.10 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, and others.
- 2.11 Forms and Certifications: Complete all forms and certifications attached, as appropriate.
- 2.12 Price Proposal: Please submit price proposal in a separate sealed envelope mark "Price Proposal".

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PART V – 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 Proposers(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 (MWBE)

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 the value stated in the contract to MWBE's. 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.

4.0 Protests

<http://www.houstontx.gov/adminpolicies/5-12.pdf>

PART VI – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

A Pre-Proposal Conference will 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 Proposer(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, Conley Jackson, telephone: 832.393-8733, fax: 832.393.8759, or e-mail (preferred method to): conley.jackson@houstontx.gov no later than 12:00 p.m., CDT, January 6, 2017. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in 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 Proposal 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 Exceptions to Terms and Conditions

5.1. 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, 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.

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

6.0 Post-Proposal Discussions with Proposer(s)

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

PART VII – 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 MWSBE Forms: Attachment "A" Schedule of MWSBE Participation, Attachment "B", Notice of Intent, Attachment "C", Certified MWSBE Subcontract Terms, Attachment "D" Office of Business Opportunity and Contract Compliance MWSBE Utilization Report (Exhibit II). **Do not include in the requirements and specifications proposal/solution. Instead, include each document with the sealed price proposal.**
- 3.0 Ownership Information Form (Exhibit III, Attachment A)
- 4.0 Anti-Collusion Statement (Exhibit IV)
- 5.0 Conflict of Interest Questionnaire (Exhibit V)

PART VIII – REQUIRED FORMS TO BE SUBMITTED BY AWARDED VENDOR ONLY

Required forms shall be supplied to the vendor after award.

- 1.0 Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
- 2.0 Drug Compliance Agreement Attachment "A", Drug Policy Compliance Declaration Attachment "B" and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D" (Exhibit VIII)
- 3.0 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form "1" (Exhibit IX).
- 4.0
- 5.0 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 via e-mail to houstonbsc@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.
- 6.0 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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**EXHIBIT I
OFFER AND SUBMITTAL**

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
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

EXHIBIT I
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.

[illegible]

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWSBE PARTICIPATION**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
TOTAL.....					\$_____
MWSBE PARTICIPATION AMOUNT.....					\$_____%
TOTAL BID AMOUNT.....					\$_____

--

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S MWSBE 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 MWSBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWSBE UTILIZATION REPORT**

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: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWSBE Subcontractor
with the above-referenced contract:

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

_____ is currently certified with the City of Houston's Office of Business
(MWSBE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor MWSBE Subcontractor

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 (MWSBE Subcontractor)

Printed Signature Printed Signature

Title Date Title Date

**EXHIBIT II
ATTACHMENT “C”
CERTIFIED MWSBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

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

1. _____(MWSBE 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. _____(MWSBE 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 MWSBE 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 MWSBE 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 MWSBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

MWSBE GOAL: _____

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

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
MWSBE'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 OWNERSHIP DISCLOSURE ORDINANCE

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII: City Contracts; Indebtedness to City](#));
- b. The City of Houston Acknowledgement of Applicable Provisions of the City of Houston Ethics Ordinance ([Chapter 18 of the Code of Ordinances](#), Ethics and Financial Disclosure); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#), "Contracts with Governmental Entity").

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

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.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

***EXHIBIT III
ATTACHMENT "A"
OWNERSHIP INFORMATION FORM***

Download document at: <http://purchasing.houstontx.gov/forms.html>

**EXHIBIT IV
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 V
CONFLICT OF INTEREST QUESTIONNAIRE

Download document at: <http://purchasing.houstontx.gov/forms.html>

PART IX – SAMPLE CONTRACT

Next Page – (pages 1-42)

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
Department
or Designee
City of Houston
Houston, Texas 77002

Contractor
Phone Number:

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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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 OF HOUSTON, TEXAS

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Chief Procurement Officer

City Controller

APPROVED:

DATE COUNTERSIGNED:

Director _____ Department

APPROVED AS TO FORM:

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

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_____.

SAMPLE

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 RELATED 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:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	<ul style="list-style-type: none">• Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none">• Bodily Injury by Accident \$100,000 (each accident)• Bodily Injury by Disease \$100,000 (policy limit)• Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	<ul style="list-style-type: none">• Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$1,000,000 aggregate
Automobile Liability	<ul style="list-style-type: none">• \$1,000,000 combined single

	limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Professional Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence; \$1,000,000 aggregate
Excess Liability applicable each to CGL and Auto	<ul style="list-style-type: none"> • \$1,000,000
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

(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

OBO Director ("the Director").

2. _____ (MWBE 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 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 "F" 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

\$_____.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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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 THEREFOR.

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.

SAMPLE

EXHIBIT "A"
SCOPE OF SERVICE

SAMPLE

EXHIBIT "B"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or

_____ officer of
(Name) (Print/Type) (Title)

(Contractor)
(Name of Company)

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT "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
Mayor's _____
Initials _____ Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-
31. 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)	Random	Reasonable Suspicion	Post Accident	Total

_____ 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
with _____
Initials _____ 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.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

SAMPLE

EXHIBIT "E"

FEES

SAMPLE