

T23002

**CITY OF HOUSTON
HUMAN RESOURCES DEPARTMENT
TEMPORARY EMPLOYEE SERVICES SECTION**

**INFORMATION TECHNOLOGY STAFFING RESOURCES
FOR THE
CITY OF HOUSTON**

**AUGUST 13, 2008
PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL**

**NOTICE OF
REQUEST FOR PROPOSAL FOR
INFORMATION TECHNOLOGY STAFFING SERVICES**

AUGUST 13, 2008

THE CITY OF HOUSTON

The City of Houston Human Resources Department invites prospective agencies having local presence to submit a formal proposal for providing information technology staffing resources for the City of Houston. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in the Request for Proposal (RFP).

This Proposal is available on the Internet from: <http://purchasing.houstontx.gov>

In the event you do not have download capability, the RFP document may be obtained from the Human Resources Department, Temporary Employee Services Section, 4th Floor, Bob Lanier Bldg, 611 Walker, Houston, Texas 77002.

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, September 5, 2008 at 11:00 A.M. (CDT).**

There will be a **Pre-Proposal Conference on August 22, 2008 at 10:00 A.M.**, Civil Service Conference Room 413, Bob Lanier Bldg, 611 Walker, 4th Floor, Houston, Texas 77002.

Questions concerning the Proposal should be submitted to, Human Resources Department, 4th Floor, 611 Walker, Houston, Texas 77002, Attn: Chas Smith, phone (713) 837-9326, fax: (713) 837-9450, charles.smith@cityofhouston.net no later than 5:00 P.M., August 22, 2008.

All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposals or portion of a proposal deemed to be in the City's best interest.

TABLE OF CONTENTS

I. GENERAL INSTRUCTIONS	4
1.0 SUBMITTAL PROCEDURE	4
2.0 PROPOSAL FORMAT	4
3.0 PRE-PROPOSAL CONFERENCE	4
4.0 ADDITIONAL INFORMATION AND SPECIFICATIONS CHANGES	4
5.0 ADDENDA & MODIFICATIONS	5
6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS	5
7.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSERS	5
8.0 TERMS, CONDITIONS, LIMITATIONS AND EXCEPTIONS	5
9.0 INVOICING	8
10.0 INDEMNITY AND RELEASE	8
11.0 INDEMNIFICATION PROCEDURES	9
12.0 INSURANCE REQUIREMENTS	10
13.0 CONTRACTOR PERFORMANCE LANGUAGE	13
14.0 INSPECTIONS AND AUDITS	12
15.0 INTERPRETING SPECIFICATIONS	13
16.0 LOCAL M/WBE PARTICIPATION	13
17.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM	13
18.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE	14
19.0 CONTRACTOR DEBT	14
20.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE	14
21.0 DRUG DETECTION & DETERRENCE PROCEDURES FOR CONTRACTORS	14
22.0 PROGRAM ADMINISTRATION	15
23.0 SCHEDULE	15
II. SCOPE OF WORK	16
24.0 INTRODUCTION	16
25.0 BACKGROUND	16
26.0 DEFINITIONS	16
27.0 GENERAL SCOPE OF SERVICES AND REPORTING REQUIREMENTS	16
III. PROPOSAL OUTLINE AND CONTENT	17
28.0 TITLE PAGE	17
29.0 TABLE OF CONTENTS	17
31.0 LETTER OF TRANSMITTAL	17
32.0 AGENCY QUALIFICATIONS	17
33.0 PROPOSED STRATEGY & OPERATIONAL PLAN	18
34.0 PROPOSED TRANSITION PLAN	18
35.0 FINANCIAL STATEMENT	18
36.0 COST OF SERVICES	18
37.0 CONTENTS	19
IV. EVALUATION AND SELECTION	20
38.0 EVALUATION SUMMARY	20
39.0 SELECTIONS PROCESS	20
ATTACHMENTS	21
GENERAL SCOPE OF SERVICES AND REPORTING REQUIREMENTS	21
PROPOSER QUALIFICATIONS QUESTIONNAIRE	26
COST OF SERVICES SPREADSHEETS	3-C

I. GENERAL INSTRUCTIONS

1) Submittal Procedure:

- i) Five (5) copies of the proposal, including one (1) printed original, signed in BLUE ink, are to be submitted in a sealed envelope bearing the title "Information Technology Staffing Resources" and the assigned Control Number located on the first page of the RFP document to:

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

- ii) The deadline for the submittal of the proposal to the City Secretary's Office is no later than **Friday, September 5, 2008 at 11:00 A.M.** Failure to submit the required number of copies as stated above may be subject for disqualification from the proposal process.
- iii) Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.
- iv) The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

2) Proposal Format:

- i) The Proposal should be electronically generated and the printed original signed in ink. Proposal should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.
- ii) The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3) Pre-Proposal Conference:

- i) A Pre-Proposal Conference will be held on August 22, 2008 at 10:00 A.M., Civil Service Conference Room 413, Bob Lanier Bldg, 611 Walker, 4th Floor, Houston, Texas 77002. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

4) Additional Information and Specifications Changes:

- i) Requests for additional information and questions should be addressed to the Human Resources Department, 4th Floor, 611 Walker, Houston, Texas 77002, Attn: Chas Smith, phone (713) 837-9326, fax: (713) 837-9450, charles.smith@cityofhouston.net no later than Friday, August 22, 2008 at 5:00 P.M. The City of Houston shall provide written

response to all questions received in writing on or before the written question submittal deadline.

- ii) Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

5) Addenda & Modifications:

- i) All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment 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.
- ii) The City does not assume responsibility for the receipt of any addendum sent to Proposers.

6) Examination of Documents and Requirements:

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

7) Post-Proposal Discussions with Proposers:

- i) 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).

8) Terms, Conditions, Limitations and Exceptions:

- i) This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- ii) The proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.

- iii) The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the proposal evaluation process.
- iv) In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- v) Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees).
- vi) Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
- vii) All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- viii) The RFP and the related responses of the selected Proposer(s) will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Proposer(s) and the City. The City and the selected Proposer(s) may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer(s), the City reserves the right to select an alternative Proposer(s). The City reserves the right to negotiate with alternative Proposer(s) the exact terms and conditions of the contract.
- ix) Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.
- x) **The price agreement(s) shall become effective on or about November 1, 2008 for a term of One (1) calendar year. The City of Houston reserves the option of extending the agreement for two (2) additional one-year terms.**
- xi) If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- xii) Clerical support and reproduction of documentation costs shall be the responsibility of the Proposer. If required, such support and costs shall be defined in the contract negotiated.
- xiii) Proposer's personnel essential to the continuity and successful and timely delivery of services should be available for the duration of the contract unless substitutions are approved in writing by the City Human Resources Department Director.
- xiv) The Proposer will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions,

Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.

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

9) Invoicing:

- i) The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

City of Houston / Human Resources Department
Temporary Employee Services Section
611 Walker Street, 4th Floor
Houston, TX 77002

- ii) The City of Houston requires timely and accurate accounting and billing information.

10) Indemnity and Release:

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

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

PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 10.1-10.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

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

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

11) Indemnification Procedures:

- i) Notice of Claims. If the City or Prime Contractor/Supplier 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.
- ii) This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- iii) Defense of Claims
 - (a) Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier 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 Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier 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.

12) Insurance Requirements:

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

- i) Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
 - (a) Commercial General Liability Insurance including Contractual Liability:
 1. \$500,000 per occurrence;
 2. \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
 - (b) Workers' Compensation including Broad Form All States Endorsement:
 1. Amount shall be statutory amount.
 2. **Employer's Liability cannot be used as a substitute for Workers' Compensation**
 - (c) Automobile Liability (See Note Below):
 1. \$1,000,000 Combined Single Limit per occurrence
 - (d) Employer's Liability
 1. Bodily injury by accident \$100,000 (each accident)
 2. Bodily injury by disease \$100,000 (policy limit)
 3. Bodily injury by disease \$100,000 (each employee)
 - (e) Professional Liability
 1. \$500,000 per occurrence \$1,000,000 aggregate
 - (f) Commercial Crime Policy
 1. \$100,000.00 Commercial Crime Insurance Policy that shall remain in effect throughout this Agreement. The policy shall name the City of Houston as a loss payee as its interest may appear and the Agency as the party responsible for payment of any and all deductible amounts. The policy must be approved by the City Attorney. Upon Agency's execution of this Agreement Agency shall deliver the original policy to the Director.

- ii) Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- iii) All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.
- iv) If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.
 - (a) (See Insurance Requirements Exhibit for a sample insurance certificate format).
 - (b) Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- v) Contractor shall maintain in effect certain insurance coverage, which is described as follows:
 - (i) Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
 - (j) Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
 - (k) Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
 - (l) Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

- (m) Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (n) Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (o) Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (p) Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (q) Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- (r) Proof of Insurance On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- (s) Contractor shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
- (t) Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (u) Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- (v) The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- (w) Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

13) Contractor Performance Language:

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

14) Inspections and Audits:

- i) 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.

15) Interpreting Specifications:

- i) The specifications and services references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete service package, which meets its overall requirements. Specific service references may be included in this RFP for guidance, but they are not intended to preclude Proposers from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific service, it should be assumed that the City requires all services proposed for this project to be supported by proposer which is equal to or better than the prevailing standard in the industry.
- ii) Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

16) Local Minority/Women Businesses Enterprises Participation:

- i) Contractor must provide a copy of certificate if certified as City of Houston MWBE business.

17) City Contractors' Pay or Play Program:

- i) The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this agreement. This provision requires certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured

people in the Houston/Harris County area. Failure to complete Exhibit IX "Pay or Play" Acknowledgement Form may be just cause for rejection of your bid or proposal.

18) City Contractor Ownership Disclosure Ordinance:

- i) 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 RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- ii) Completion of Exhibit IV –"Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

19) Contractor Debt:

- i) 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 FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

20) City of Houston Fair Campaign Ordinance:

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

21) Drug Detection and Deterrence Procedures for Contractors:

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

22) Program Administration:

- i) Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Program Manager at the pre-proposal conference.

23) Schedule:

- i) Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

Task	Date
Release RFP	Wednesday, August 13, 2008
Pre-proposal conference	Friday, August 22, 2008
Deadline for RFP questions	Friday, August 22, 2008
Proposals due	Friday, September 5, 2008
Analysis of proposals, clarification of proposals, Presentations, if necessary	September 2 - 19, 2008
Finalize Documentation and Recommendations	Monday, September 22, 2008
City Council acts on recommendations	Wednesday, October 8, 2008
Award Notifications	Upon Council Approval
Effective Date	Saturday, November 1, 2008

BLANK SECTION
PROCEED TO
NEXT PAGE

II: SCOPE OF WORK

24) Introduction:

- i) The City of Houston, Texas hereby requests proposals from qualified agencies wanting to enter into an agreement with the City of Houston to provide information technology staffing resources on an as needed basis to city departments. The agency shall provide all labor, material and supervision necessary to furnish information technology staffing to the City. The proposed agreement term is for One (1) Calendar Year. The City of Houston reserves the option of extending the agreement for two (2) Additional One-Year Terms.

25) Background:

- i) The information technology staffing resources includes, but is not limited to, the following technical services: IT infrastructure, servers, desktop support, and application services. The City will utilize the job ordering methods of "Payrolling" and "Specialized" when requesting services from successful proposers. Information technology staffing resources is issued under a separate RFP.
- ii) The HR's Temporary Employee Services (HRTES) section assists customer city departments with the acquisition of temporary employees and information technology staffing resources. HRTES are the sole city representatives authorized to place job orders with the contracted agencies. HRTES performs all acquisition and ongoing contract administration tasks, which allows the city departments to focus on their project tasks and deadlines. The city utilizes a web-based application known as TESP to create, administer and maintain records related to temporary employee and information technology staffing resources assignments. TESP is accessible to customer city departments, HRTES and contracted vendors

26) Definitions:

- i) "Payroll Personnel" shall mean personnel which the City refers to the Agency for placement in temporary job assignments with the City at a pay rate determined by the City.
- ii) "Specialized Personnel" shall mean personnel recruited by the Agency to fill those positions not listed on the Contract Position Rate Request. The City shall negotiate the pay rate.
- iii) "City Pay Rate" shall mean that hourly salary that is paid to the temporary employee.
- iv) "Service Week" shall mean a week beginning at 12:01 AM Monday and ending at 12:00 midnight on the following Sunday.

27) General Scope of Service and Reporting Requirements:

- i) If awarded a contract, Proposer must comply with the General Scope of Services and Reporting Requirements Attachment 1. If the proposer is unable to meet a condition or requirement, an explanation is required.

III: PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information.

28) Title Page:

- i) The title page should include the title of the RFP and number, the name and address of the Proposer, and the date of the proposal.

29) Table of Contents:

- i) Place the "Table of Contents" on top of all documents, even before the "Transmittal Letter." In other words, the "Table of Contents" should be the first page seen when the binder is opened.
- ii) Number all pages sequentially. Use a Bates stamp to number the pages, in case they are produced from different departments, divisions or sections of your company. In the event that all documents cannot be numbered sequentially but tabs are used to separate the documents, please indicate—in the "Table of Contents"—where pertinent information, especially Exhibits, Attachments and required forms can be found. For example: If the Financial Statement is under Tab 7, on pages 15-23, please indicate it in the "Table of Contents" as:

Financial Statement.....Tab 7, pages 15-23

30) Letter of Transmittal:

- i) A letter of transmittal shall include the following:
 - (a) The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
 - (b) A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

31) Agency Qualifications:

- i) Complete Proposer Qualification Questionnaire – Attachment 2
 - (a) Answers should be concise, straightforward and responsive. Please avoid long, rambling and verbose statements. The answer to each question should be limited to LESS than 250 words, if possible.
 - (b) If need be, you may refer to an answer which is responsive to a previous question provided the two questions are in the same section of the questionnaire. For example: If the answer to Question 9 is the same as or similar to Question 3, under "Vendor Qualifications," you may refer to the previous answer. But do not make references to answers from different sections of the document in a manner that makes it cumbersome to find the reference. Where extraordinary circumstances compel the need to reference an answer outside the scope of a particular section,

please pinpoint the exact page, section and/or paragraph where the answer can be found. Please avoid vague references such as: “See the attached brochure” or “See the attached newsletter.”

- ii) Provide an Organizational Chart
- iii) Provide resumes of key personnel whom will be responsible for the delivery of the services/project
- iv) Provide copies of key personnel certifications and/or licenses.

32)Proposed Strategy & Operational Plan:

- i) Provide a detailed description and methodology of the proposed plan for Information Technology Staffing Services, which should include, but not be limited to the following:
 - (a) A brief statement of the Proposer's understanding of the work to be done.
 - (b) A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP intended Scope of Work.

33)Proposed Transitional Plan:

- i) Completely describe process, key personnel, related functions and technical specifications required.

34)Financial Statement:

- i) Submit your company's past 2 years of audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s). In addition, include your and Dunn & Bradstreet Report or Federal Tax Return filed to the Internal Revenue Service (IRS) for the past two years.

35)Cost of Services:

- i) Proposer shall provide cost of services Mark-Up % Pricing on the spreadsheet attachments noted below.

Attachment 3A	Attachment 3B	Attachment 3C
Payrolling Rates	Specialized Rates	Drug Testing Charge
IT - MU %	IT - MU %	

- ii) The Mark-Up % Pricing attachments are provided on the downloaded MS Excel file: Information Technology Staffing Rates. The file has three spreadsheet tabs to provide Mark-Up % pricing information for payrolling and specialized job ordering methods, as well as drug test charge. The proposal pricing and mark-up information must be saved on a CD provided by the proposer and submitted with the proposal. Printed hard copies must be included in this proposal section.

- iii) The Mark-Up % Pricing quoted in the proposal must provide for the payment by the successful proposer of all costs including salary and benefits; mandated payroll taxes and the appropriate worker's compensation coverage on each employee. The Mark-Up % Pricing must remain firm for each year of the proposal.

36)CONTENTS

- i) The contents should be identified by section, description, and page number and should include, at a minimum, the following sections:
 - (a) Title Page
 - (b) Table of Content
 - (c) Letter of Transmittal
 - (d) Scope of Service and Reporting – Attachment 1
 - (e) Proposer Qualifications - Attachment 2
 - (f) Proposed Strategy/Operational Plan
 - (g) Proposed Transitional Plan
 - (h) Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for past two years
 - (i) Cost of Services – Attachment 3A-3D
 - (j) Bank and Business References – Attachment 4A & 4B
 - (k) Copy of MWBE Certificate (Exhibit I)
 - (l) Copy of ACCORD Insurance Certificate (Exhibit II)
 - (m) Fair Campaign Ordinance Form “A” (Exhibit III)
 - (n) Affidavit of Ownership or Control (Exhibit IV)
 - (o) Drug Compliance Agreement Attachment “A” Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” (Exhibit V)
 - (p) Form 6559 Transmitter Report (Exhibit VI)
 - (q) Anti Collusion Statement (Exhibit VII)
 - (r) EEOC Clause (Exhibit VIII)
 - (s) City Contractors’ Pay or Play Acknowledgement Form (Exhibit IX)
 - (t) Conflict of Interest Questionnaire (Exhibit X)

IMPORTANT

2008 Agency Transmittal Checklist

AGENCY NAME: _____

Please check appropriate response line.

1.	One Original and Four (4) copies provided- 5 copies of proposals total	Yes		No	
2.	Title Page	Yes		No	
3.	Table of Contents	Yes		No	
4.	Transmittal Letter and Transmittal Checklist	Yes		No	
5.	Cost of Services (include CD) a. Payrolling percentage & breakdown b. Contract position rates & breakdown c. Specialized personnel percentage & breakdown d. Drug test charge	Yes		No	
6.	Scope of Services Signature Page	Yes		No	
7.	Insurance Certificate or Letter of Intent to Comply: General and Professional Liability Auto Liability Worker Compensation	Yes Yes Yes	_____ _____ _____	No No No	_____ _____ _____
8.	The City is named as an Additional Insured	Yes		No	
9.	License to operate in Texas	Yes		No	
10.	Affidavit of Ownership/Control	Yes		No	
11.	Financial Statement	Yes		No	
12.	Years in business (Total) (Houston)	# Yrs			
13.	References (4 letters from business reference and 1 bank reference)				
14.	Minority Firm (certified by City as MWDBE)	Yes		No	
15.	Immigration Act statement	Yes		No	
16.	Fair Campaign Ordinance Submission List	Yes		No	
17.	Drug Policy Compliance Declaration & Agreement	Yes		No	
18.	Form 6559 Transmitter Report	Yes		No	
19.	EEO Breakdown of permanent and temporary employees	Yes		No	
20.	Employee Handbook				
21.	Anti-Collusion Statement	Yes		No	
22.	Conflict of Interest Form	Yes		No	

IV: EVALUATION AND SELECTION PROCESS

38)Evaluation Summary:

- i) A short list of respondents and those short listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.

39)Selection Process:

- i) The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer to create, modify and implement the required application modules. The Proposer shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated. Each respondent will be evaluated including the following but not limited criteria:
 - (a) Quality of response submitted (all questions addressed)
 - (b) Strategy to perform the Scope of Work and Transitional Plan
 - (c) Experience and success in performing similar services for other entities
 - (d) Experience of the proposed managerial and account processing team
 - (e) Ability to timely offer qualified temporary employees
 - (f) Invoicing/Reporting/Technological ability
 - (g) Financial Strength of Proposer
 - (h) Reasonableness of cost projections
 - (i) Value Added Services
- ii) Proposers should bear in mind that any proposal that is unrealistic in terms of commitments, or unrealistically high or low in cost, will be deemed reflective of the Proposers lack of competence or failure to understand the City's requirements set forth in this RFP.

ATTACHMENT 1

GENERAL SCOPE OF SERVICES AND REPORTING (1 of 4)

If awarded a contract, Proposers must meet the following minimum requirements. If the proposer is unable to meet a condition or requirement, please provide an explanation. The proposer is required to certify the last page of this attachment and include a copy in the proposal submission.

1. The Proposer must maintain a local office with standard hours and accessible to new recruits.
2. The Proposer will establish and maintain records of all IT staffing requests, invoices, and timesheets sent to the City for payment. All such records shall be kept at a location accessible to City Representatives and other authorized individuals for review. Additionally, the Proposer will obtain and store a copy of a valid Texas Driver's License or acceptable picture ID of temporary working city assignments.
3. The City shall have the right to inspect and audit all such records at the City's expense, and at any time with or without notice.
4. Proposer shall prepare payroll checks, make all necessary deductions, and pay all taxes and insurance required by federal, state or local laws.
5. The Proposer must have high-speed Internet capability and access. The TESP (Temporary Employee Services Program) windows web-based application is the primary method of IT staffing placement with the City. This application enables the City and contractor/agency to place and monitor temporaries, confirm assignments, compile reports, and view processed invoices online.
6. If awarded a contract, the Proposer shall be granted access to the TESP application under the provisions of the contract. TESP application and data integrity must be maintained at all times. TESP access does not extend to any sub-contractors or other parties unless the City grants specific approval.
7. The Proposer must regularly monitor TESP in order to timely respond to IT staffing assignment activities.
8. Human Resources Department representatives alone are authorized to place IT/temporary employee services assignments. The City will not honor any orders accepted by the Proposer from unauthorized representatives.
9. The Proposer will designate a single point of contact or customer service representative in the local office to handle all needs, facilitating communication and insuring quality of performance. The assigned individual should be an experienced staff member and readily accessible. If the assigned individual is replaced, the Human Resources Department must be notified in writing immediately.
10. The Customer Service Representative must become thoroughly familiar with the City's Temporary Services Procedures; the City's temporary personnel needs and job requirements, and available for periodic meetings.
11. The Proposer will provide the City of Houston Human Resources Department with a 24-hour telephone number for emergency contact. (This must not be an answering machine/tape recorder.)

ATTACHMENT 1

GENERAL SCOPE OF SERVICES AND REPORTING (2 of 4)

12. The IT/temporary agency will complete a confirmation form online via TESP to the Human Resources Department with the name of the temporary employee that will report for the assignment with the City unless special activities must take place such as a drug test. The confirmation form should be completed via TESP in a timely manner, after the temporary request form is received.
13. The Proposer will permit the City to hire IT/temporary employee personnel the equivalent of 30 working days (240 hours) after assignment begins at no charge to the City.
14. The contractor/agency must timely furnish to the Human Resources Department all invoices for services. The agency invoice information must exactly agree with the agency's confirmation form. Invoices must be submitted within 10 working days of the ending service week date. Notes: A service week is defined as beginning at 12:01 A.M. Monday and ending at 12:00 midnight on the following Sunday.
 - Vendor must supply a non-repetitive numeric invoice number.
 - Temporary employee identification information (including COH Ref#)
 - Department Name
 - Contract Agreement
15. The temporary agency will provide temporary employees based upon award for those position titles in Exhibit II - Contract Position Rate Request (does not apply to information technology staffing agencies).
16. The Proposer will perform on-going performance evaluations with City Supervisors which include check-in calls on the day assignment begins and periodic calls to insure a level of quality performance by their employees.
17. If a Texas Driver's License is required for a specific assignment, the agency must ensure that the employees have and maintain a valid license throughout the assignment by making motor vehicle checks for outstanding tickets and warrants.
18. The Proposer is responsible for administering the proper tests and/or evaluation methods to recruit and employ temporary employees for the City of Houston. In addition to all professional screening, the agency must perform reference checks on all employees. The agency must provide a criminal background check if requested on the Temporary Request Form. If the position title requires specific work experience or operations of equipment, the applicant's skills or licensing must be verified by the agency.
19. The contractor/agency will stress acceptable dress codes, reliability, punctuality and work habits to all workers in accordance with needs of the City of Houston.
20. All rates paid to the IT/temporary employees may not be lower than \$9.50 per hour.
21. The City of Houston, represented by the Human Resources Department, must be completely satisfied with the performance of every assigned worker. If not satisfied within four hours of start time and upon notification to the Proposer, all charges for the unsatisfactory employee will be cancelled and a replacement employee supplied, if desired by the City.

ATTACHMENT 1

GENERAL SCOPE OF SERVICES AND REPORTING (3 of 4)

22. The City of Houston shall pay only for actual time worked. Should staff needs change after a qualified IT/temporary employee reports to work, the City shall pay the Proposer the greater of the hours actually worked or two (2) hours minimum report pay.
23. Straight time shall be paid for the first 40 hours in a workweek. Overtime work shall be paid in accordance with wage and hour laws at time and one-half beyond forty (40) hours in a workweek, unless noted as an "exempted assignment" by the City. Exempted assignments will be paid at straight time exclusively.
24. Overtime must be approved by a City of Houston supervisor prior to being worked. Overtime authorization is noted on the TESP Request Form.
25. Proposer will be paid at net 30-day term based on receipt of itemized invoices submitted along with timesheets showing the services performed. Problem invoices and timesheets will affect timeliness for Agency payments. Resubmitted invoices will be paid based on receipt date.
26. The City of Houston is a single entity for accounting and billing. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to: City of Houston / Human Resources Department Temporary Employee Services Section 611 Walker Street, 4th Floor Houston, TX 77002. The City of Houston requires timely and accurate accounting and billing information.
27. Proposer will immediately notify in TESP Human Resources Department Temporary Employee Services Section (HRTES) upon termination of their employee(s) in City departments. Follow-up notifications via fax or email is desired.
28. Proposer will provide a rate associated with drug testing those temporaries requested by the City of Houston (Attachment 3-C). Describe the applicable testing levels (screen panel). A minimum 5 panel screen is required. **The City of Houston will pay the drug test rate for those contract or specialized position type temporaries who successfully pass their drug screen if requested on the Temporary Request Form.**
29. Regarding the assigning of account receivables to another party, Proposer will provide an assignment agreement to the Human Resources Department and City Controller for approval identifying the affected contract. The Proposer must provide new assignment agreements if the relationship still exists for awarded future contracts.
30. Insurance. With no intent to limit the organization's liability or the indemnification provisions, the organization, upon award of a contract, shall provide and maintain certain insurance in full force and effect at all times during the terms of the contract and any extensions thereto (See Exhibit 4 – Insurance Requirements, Warranties).
31. Affidavit of Ownership. The City has enacted an ordinance, known as the Delinquent Tax Ordinance that went into effect on 6/2/03. The ordinance requires ALL companies that want to do business with the City to submit an Affidavit - completed in its entirety - stating that they do not owe money to the City or other qualifying entities. Once the Affidavit is received, it will be forwarded to the City Controller's office for a certificate of compliance.

ATTACHMENT 1

GENERAL SCOPE OF SERVICES AND REPORTING (4 of 4)

32. As a condition to the award of any contract for labor or services, a successful Proposer must certify to its compliance with the City's **Drug Detection and Deterrence Policy**.
33. The contractor/agency must provide a monthly activity report to the City of Houston that lists all temporary employees with reported work hours and terminations during the past month. This report will be submitted no later than the 7th work day of each month.

It will be the proposers' responsibility to cure any issues in order to be considered a bona fide proposal. (See Exhibit IV – Affidavit of Ownership or Control). A new affidavit is completed at the inception of each contract term.

I certify that this proposal can meet the conditions outlined above. If any exceptions apply, they are listed below in detail. A copy of this page is required with your proposal submission.

Date _____

Name of Company _____

Signature _____

Print Name and Title _____

Objections: (State the number and specific condition to which you object. State the reason for the objection.)

ATTACHMENT 2

PROPOSER QUALIFICATIONS (1 of 3)

The City is interested in obtaining the following qualification information to evaluate proposer's expertise, experience, ability; otherwise the overall qualifications to deliver the quality of services requested in this RFP.

1. Company Profile: History, Structure, Vision/Mission, and Philosophy
 - a. Briefly explain your company's corporate structure.
 - b. What is your company's current Vision/Mission?
 - c. Describe the role of your corporate headquarters and branch offices, including the specific role each would play in implementation of a relationship with the City of Houston.
 - d. What are the locations of your local offices?
 - e. State the experience your firm has had in the last three years with providing temporary personnel to corporations or government entities that consist of multiple locations and multiple job descriptions

2. Staff Qualifications: Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving. Provide an organizational chart for the proposed account manager and service team assigned to the City. Attach the following information for each team member:
 - a. Biography
 - b. Primary responsibility on this account
 - c. Years of experience in temporary staffing
 - d. Years with the company
 - e. Proposed percent of time dedicated to this account (based on 40 hour week)
 - f. Contact information (title, phone, fax, address, email).

3. Financial Strength and Insurance
 - a. Detail your company's financial position.
 - b. What policies are included in your firm's property/casualty insurance portfolio?
 - c. What liability coverage does your company currently hold?
 - d. What is your company's workers' compensation policy?

4. Recruitment
 - a. What recruiting methods/resources do you utilize?
 - b. Describe how your company can effectively recruit candidates who will satisfactorily fulfill our staffing requirements.
 - c. How do you anticipate changing market conditions? How have you reacted in the past to those changes? (Provide one example)

5. The Hiring Process
 - a. Describe your screening, skills-evaluation and interview processes.
 - b. Describe in detail your capabilities regarding drug testing and criminal background screening to include federal background screening?
 - c. How can your firm fulfill requests for varied positions, such as technical, medical, legal and trades as well as traditional temporary help?
 - d. At a minimum, show how you will staff, screen, and manage, temporary personnel.

ATTACHMENT 2

PROPOSER QUALIFICATIONS (2 of 3)

6. Orientation and Training
 - a. Describe the initial orientation provided to your temporary employees.
 - b. What can your agency do to attract temporary employees to your organization?
 - c. Does your company have an Employee Handbook? Include the booklet in proposal submission.
 - d. If not, explain how employee guidelines are disseminated.
 - e. What ongoing training is available?
 - f. How do you cover safety issues?
 - g. What is your reference verification process?
 - h. Explain how you train and orient your staff in coordination with City requirements.

7. Service Quality and Evaluation
 - a. What are your capabilities for responding to the City's daily requests for temporary help?
 - b. What are your capabilities for responding to the City's requests for temporary help during the aftermath of catastrophic events?
 - c. Do you have an automated system in place for assigning high volume employees?
 - d. How do you measure your success in filling customers' requests?
 - e. What is your annual job fill-rate, and how do you measure it?
 - f. How do you measure the quality of temporary employee performance?
 - g. Explain how you would fulfill a request from a department that would need to be filled in 24-hours, screening included (i.e. administrative assistant).

8. Temporary Employee Retention
 - a. How does your agency address employee retention, motivation, recognition and loyalty?
 - b. What benefits do you offer temporary employees? What criteria determine eligibility?
 - c. How are your temporary employees paid? (weekly or bi-weekly)

9. Temporary Employee Termination
 - a. What are your agency procedures for handling terminations?
 - b. What is the notification process?

10. Customer Invoicing
 - a. Describe your billing system and capabilities.
 - b. Are your invoices processed locally?
 - c. Describe the role of your corporate headquarters and branch offices in the invoice processing.
 - d. What electronic capabilities do you have available to manage invoicing?
 - e. Are payroll checks printed in your office? Explain process including internal controls.

ATTACHMENT 2

PROPOSER QUALIFICATIONS (3 of 3)

11. MIS Capabilities

- a. Do you have electronic systems in place for tracking, billing, management reporting, minority utilization, random drug testing and employee information?
- b. What types of reports are available?
- c. What reports will your agency routinely provide weekly? Monthly? Etc.?
- d. How are the electronic capabilities consolidated and controlled between headquarters and branches?
- e. What technical support services are available to your employees?

12. Primary Provider Relationship (Optional)

- a. Describe your primary provider/on-site management capabilities.
- b. Please provide references for Primary Provider relationships.
- c. Do you currently provide staffing for government agencies?
- d. Outline the duties and responsibilities of the on-site manager.
- e. Describe your subcontractor selection strategy. What criteria do you use?
- f. Please provide an example of your typical on-site transition plan. Include a suggested timeline.

BLANK SECTION

PROCEED TO

NEXT

ATTACHMENT

ATTACHMENT 3-A

**CITY OF HOUSTON / TEMPORARY EMPLOYEE SERVICES PROGRAM
AUGUST 2008 PROPOSAL PAYROLLING MARKUP RATE REQUEST**

Proposer: _____

The City of Houston is requesting markup rates in regards to providing payrolling services in Years 1 - 3.

Please indicate Administrative and Industrial percent markup and breakdown the cost for each type under Markup Rate Disclosure.

Markup Rate Disclosure	Contract Year 1	Optional Contract Year 2	Optional Contract Year 3
Information Technology			
FICA	_____ %	_____ %	_____ %
SUTA	_____ %	_____ %	_____ %
FUTA	_____ %	_____ %	_____ %
WC	_____ %	_____ %	_____ %
OTHER	_____ %	_____ %	_____ %
PROFIT	_____ %	_____ %	_____ %
Total Markup	_____ %	_____ %	_____ %

(Optional) Proposed Contract Term is One-Years with (2) One-Year Option
Indicate "NA" for Total Markup if proposer declines to provide a particular service(s).

ATTACHMENT 3-B

**CITY OF HOUSTON / TEMPORARY EMPLOYEE SERVICES PROGRAM
AUGUST 2008 PROPOSAL SPECIALIZED PERSONNEL MARKUP RATE REQUEST**

Proposer: _____

Please indicate the specialized personnel markup percent and breakdown the cost under the Markup Rate Disclosure.

Markup Rate Disclosure	Contract Year 1		Optional Contract Year 2		Optional Contract Year 3	
Information Technology						
FICA		%		%		%
SUTA		%		%		%
FUTA		%		%		%
WC		%		%		%
OTHER		%		%		%
PROFIT		%		%		%
Total Markup		%		%		%

(This must be the same percent on all specialized personnel requested from your agency).

(Optional) Proposed Contract Term is One-Years with (2) One-Year Option
Indicate "NA" for Total Rate, if proposer declines to provide a particular service(s).

ATTACHMENT 3-C

**CITY OF HOUSTON / TEMPORARY EMPLOYEE SERVICES PROGRAM
AUGUST 2008 PROPOSAL DRUG TEST CHARGE**

Proposer:

Proposer must provide a charge associated with drug testing those temporaries requested by the City of Houston on the job ordering form.

Markup Rate Disclosure		Contract Year 1	Optional Contract Year 2	Optional Contract Year 3
Drug Testing Rate (minimum 5 panel screen is required)	\$	\$	\$	\$

**(Optional) Proposed Contract Term is One-Years with (2) One-Year Option
Indicate "NA" for rate, if proposer declines to provide a particular service(s).**

EXHIBIT I

INSERT

**COPY OF CERTIFICATE IF CERTIFIED AS CITY OF HOUSTON
MINORITY/WOMEN BUSINESS ENTERPRISE**

EXHIBIT II
INSURANCE REQUIREMENTS

CITY OF HOUSTON

INSURANCE REQUIREMENTS FOR CONTRACTS

To comply with the terms and conditions for insurance in a City of Houston contract, the Contractor's insurance certificate must be prepared as follows:

- A. The City of Houston must be listed as an additional insured on the face of the certificate.
- B. The City of Houston must be included in the insurer's notification requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's insurance agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-out, additions, and changes to the original text, must all be initialed by the insurance agent authorized to make such changes.):

CANCELLATION:

J.D.
OR MATERIALLY ALTERED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE



J.D.

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER
 NAMED [TO THE LEFT], ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO
 OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR
 REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE OF INSURER John Doe "

- OR -

- 2. By adding the following to the Special Items area of the policy:

"THE TERMS OF THE POLICIES DESCRIBED BY THIS CERTIFICATE AS TO ADVANCE NOTIFICATION OF CANCELLATION OR MATERIAL CHANGE ARE IN COMPLIANCE WITH THE CONTRACT TERMS BETWEEN THE CITY OF HOUSTON AND THE INSURED FOR THE PROJECT OR SERVICE COVERED BY THIS CERTIFICATE AND SUCH ADVANCE NOTIFICATION WILL BE PROVIDED TO THE CITY OF HOUSTON."

SAMPLE FOR AWARD OVER \$15,000.00

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

PRODUCER

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

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

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

COVERAGE'S

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

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

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

DEPARTMENT – Human Resources Department
ATTN: Candv Clarke Aldridge, Acting Director
611 Walker, 4th Floor
HOUSTON, TEXAS 77251

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate.

EXHIBIT III

FAIR CAMPAIGN ORDINANCE

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 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, all partners 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.

**FORM A
CONTRACTOR SUBMISSION LIST
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 ventures 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”)

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)

Name _____
Address

Name _____
Address

Name _____
Address

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

Preparer

Printed Name

Title

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

EXHIBIT IV

AFFIDAVIT OF OWNERSHIP

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

Contracting Entity

Name: _____

Business Address *[No./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

Residence Address *[No./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

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

Name: _____

Business Address *[No./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

Residence Address *[No./STREET]* _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address *[OPTIONAL]* _____

6. Optional Information

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

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

Status _____ of _____ Appeal _____ [DESCRIBE]

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

Affiant

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

(Seal)

Notary Public

Orig. Dept.: _____

File/I.D. No.: _____

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

DRUG COMPLIANCE AGREEMENT

CONTRACTORS CERTIFICATION OF NO SAFETY IMPACT POSITIONS

**CITY OF HOUSTON
DRUG DETECTION AND DETERRENCE PROCEDURE**

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

DRUG POLICY COMPLIANCE AGREEMENT

ATTACHMENT A

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

(Name of Company) (Contractor)

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

**Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract**

ATTACHMENT C

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

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

Date

Contractor Name

Signature

Title

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

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

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

DATE

CONTRACTORS' NAME

SIGNATURE

TITLE

EXHIBIT VI

FORM 6559 TRANSMITTER REPORT

Instructions for Forms 6559 and 6559-A

Form 6559 is used to identify the transmitter of a magnetic media file. For form W-2 magnetic media reporting, a FILE is a report that begins with a Code A-Transmitter record and ends with a Code F-Final record. Prepare a Form 6559 for each separate magnetic media file being transmitted. Send Form 6559 and the magnetic media file, ALL IN THE SAME PACKAGE, to:

Via the U S Postal Service

Tapes & Cartridges

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West P.O.
Box 33009 Baltimore, MD
21290-3009

Diskettes

Social Security Administration
AWR Magnetic Media
Processing 5-F-1 7, N B, Metro
West P.O. Box 33014 Baltimore,
MD 21290-3014

Via carrier OTHER than the U S Postal Service

Tapes & Cartridges

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West 300 N.
Greene Street Baltimore, MD
21290

Diskettes

Social Security Administration
AWR Magnetic Media Processing
5-F-1 7, N B, Metro West 300 N.
Greene Street Baltimore, MD
21290

If you want us to acknowledge receipt of your report, send the report by Return Receipt Requested.

Use Form 6559-A, Continuation Sheet for Form 6559, whenever your magnetic media report includes more than two employers, to complete the required Item 11 blocks for additional employers.

Each Form 6559 can transmit only one type of data: W-2 Copy A or W-2c for W-2. Only one type of data can be reported on any one file and must be in the same order as reported on the magnetic file.

Specific instructions for Form 6559

Indicate whether this file contains Form W-2 data for employees residing in the United States or in any of the U.S. territories or possessions (Puerto Rico, Guam, American Samoa, Virgin *Islands*) or the Commonwealth of the Northern Mariana Islands (*CNMI*). Check the block marked "Other" to indicate that the file contains Form W-2 data for employees residing in territories, possessions, or the CNMI Form W-2 data for territorial employees must not be included in the same report with U.S. employees.

Item 2 - Enter the 9-digit EIN assigned by IRS to the transmitter.

Item 3 - Indicate if tapes, cartridges or diskettes are covered by this transmittal, e.g., ' 4 diskettes' (SSA does not accept multi-volume tapes/cartridges),

Item 6 - Enter the inventory number of each tape or diskette in this file. The inventory number is any type of identification number assigned by the transmitter to a tape, cartridge or diskette for the transmitter's own purposes. If this is a multi-volume diskette file, list the inventory number in order.

Item 7 - Indicate whether this file contains original or corrected W-2 data. If you are submitting a file that replaces a file that SSA originally could not process, check the form type marked "Resubmittal." If you are submitting a file to explain differences between IRS and SSA records based on receipt of a letter from SSA, check the form type marked "Reconciliation." Check only one box.

Item 11 - Complete an Employer Summary of Form W-2 Magnetic Media Wage and Tip Information" (Item 11) for each employer for which information is being reported. If data for more than two employers is being reported, use the additional Item 11 blocks on Form 6559-A.

MQGE (Medicare Qualified Government Employee) Box - Check this box if you are a U.S., State, Puerto Rico, Virgin Islands, or local agency with employees subject only to the 1.45% hospital insurance benefits (Medicare) tax.

Other EIN box - If during the year you used an employer identification number (EIN) that is different from the one entered in the "Employer Identification Number" box, enter the other EIN used. If you used more than one prior EIN, show only the latest prior EIN.

NOTE: Only the number of Forms W-2 filed for an employer and the eight money fields listed (Social security wages; Social security tips; Wages, tips and other compensation; Federal income tax withheld; Social security tax withheld; Medicare wages and tips; Medicare tax withheld); and Advance Earned Income Credit are required to be completed on line 11 of Forms 6559 and 6559-A. Even though the other money fields are not required on Form 6559, they **MUST** be included on the magnetic media report. See the instructions for Forms W-2 and W-3 for information on the requirements for reporting specific money field amounts.

Substitute Forms 6559 and 6559-A. Filers may use privately printed or computer-generated substitutes for Forms 6559 or 6559-A that closely follow the government printed form. Approval is not required for the use of substitute Forms 6559 or 6559-A. However, the general layout and format of the official form must be followed.

CAUTION: Penalties may be imposed for filing incorrect reports. The amounts entered on this form should match the totals on your magnetic media report and the totals reported to IRS on Forms 941, or 943 for the tax year.

Paperwork Reduction Act Notice

We ask for the information on these forms to carry out the Internal Revenue laws of the United States. We need this information to ensure that taxpayers are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue Law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The time needed to complete and file these forms will vary depending on individual circumstances. The estimated average time for Form 6559 is 15 minutes and for Form 6559-A is 15 minutes.

If you have comments concerning the accuracy of these time estimates or suggestions for making these forms simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Attention: Tax Forms Committee, Western Area Distribution Center Rancho Cordova, CA 95743-0001. Please do not send Forms 6559 or 6559-A to this office. Instead, send them to the address shown at the top of this page.

Name and address of transmitter	Employer identification number (EIN) of transmitter (<i>must be enter</i>)
---------------------------------	--

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

11. Employer Summary of Form W-2 Magnetic Media Wage and Tip Information	
Name of employer	Check if MQGE <input type="checkbox"/>
Employer identification number	Other EIN
Total Amount of Form W-2 Fields	
Number of Forms W-2	
Social security wages	\$
Social security tips	\$
Wages, tips, other compensation	\$
Federal income tax withheld	\$
Social security tax withheld	\$
Medicare wages and tips	\$
Medicare tax withheld	\$
Advance Earned Income Credit	\$

EXHIBIT VII

ANTI – COLLUSION STATEMENT

EXHIBIT VII

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 VIII

EEOC

Sec. 15-17. Equal employment opportunity clause.

All contracts entered into by the city involving the expenditure of ten thousand dollars (\$10,000) or more of City funds ("non-exempt City contracts") shall incorporate an equal employment opportunity clause, which shall read as follows:

"EQUAL EMPLOYMENT OPPORTUNITY

- "1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this equal employment opportunity clause.
- "2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
- "3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contracts or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers; representative of the contractor's and subcontractor's commitments under section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other federal agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the mayor and/or contractor compliance officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- "5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate city and federal officials for

CONTRACTS

purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information

as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.

"6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further city contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invokes as provided in the said executive order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

"7. The contractor shall include the provisions of paragraphs 1-8 of this equal employment opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965 so that such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

"8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the city in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the contractor and each subcontractor."

(Code 1968, § 2-292; Ord. No. 78-1538, § 1(2), 8-9-78)

EXHIBIT IX

CITY CONTRACTORS' PAY OR PLAY PROGRAM



City of Houston

**Pay or Play Program
Acknowledgement Form**

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

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

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

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address



**CERTIFICATION OF AGREEMENT TO
 COMPLY WITH PAY OR PLAY PROGRAM**

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

Contractor Address: _____

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

Project Name: [Legal Project Name] _____

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

Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees and contract labor, under the contract with the City.

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

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

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

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

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

Following Information is Mandatory	
Total No. Of Employees on City Job	
No. Of Employees-"Playing"	
No. Of Employees -"Paying"	
No. Of Employees "Exempt"	

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

 CONTRACTOR (Signature)

 DATE

 NAME AND TITLE (Print or type)

EXHIBIT X

CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT X

CONFLICT OF INTEREST QUESTIONNAIRE:

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

(1) any contract discussions or negotiations begin, or

(2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date