

**SOLICITATION TITLE: DESIGNATED AVIATION CHANNELING SERVICES FOR
THE HOUSTON AIRPORT SYSTEM (HAS)
SOLICITATION NO.: S19-Doc1282981668**

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PART 2 – GENERAL INFORMATION

1.0 General Information

The City of Houston ("City") is seeking proposals from qualified Contractors to provide designated aviation channeling services in support of the HAS Mission and Vision Statements to establish the City of Houston as a star global service gateway. The activities conducted under this contract should be in support of this goal.

The City intends to enter into one contract for designated aviation channeling services with a qualified Proposer to assist the City with the aforementioned initiative.

Proposers shall be certified and authorized by the Transportation Security Administration (TSA) as an Aviation Channeling Service Provider.

The services shall require the Contractor to provide all labor, personnel, management, supervision, parts, materials, equipment, tools, incidentals, interface with HAS IT systems, insurance, and transportation to perform security background checks for HAS. Specifically, for new badge applicants, Criminal History Record Checks (CHRC's) and (Security Threat Assessments (STA's) for aviation workers, aircraft operators, and other specified groups, as well as enrollment in RAPBACK, a continual vetting program to cover new and renewal applicants at IAH and HOU. The approximate annual volume of badged individuals at Bush Intercontinental Airport (IAH) is 27,000 and at William P. Hobby Airport (HOU) is 8,000.

The proposals solicited for this service for the City/HAS shall be in accordance with the specifications, terms and conditions as set forth in this Request for Proposals (RFP). During the contract period, the Contractor shall establish an affiliation with the City and shall provide services for designated aviation channeling services that will meet the City's requirements.

The Contractor shall have a minimum of ten (10) years' experience in providing designated aviation channeling services at a large airport similar in size and scope to this RFP.

As part of the work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress, proper execution and completion of all work services, to include all labor, personnel, materials, equipment, parts, transportation, fuel, insurance and other facilities and incidentals.

The Contractor shall only employ persons duly licensed by the State of Texas to perform the work required under this contract for which applicable Texas law requires a license.

HAS is responsible for the operation of the City's three (3) airports: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD). HAS passenger traffic is over 60 million passengers per year. The management of the airports includes coordination with the FAA, air carriers, and other federal and state agencies to maintain the highest standards of service and safety to airport patrons. The designated aviation channeling service plays a vital role in the efficient operation of the Houston Airport System.

HAS provides a safe and dynamic air services network that fosters economic vitality for the transportation industry and the greater Houston region. We strive to ensure that our employment, services and facilities are accessible to the public, customers, and travelers.

2.0 City of Houston Background

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

3.0 Texas Public Information Act

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City shall notify any proposer should their information be requested under the TPIA and proposers shall have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

4.0 Solicitation Schedule

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

EVENT	DATE
RFP Issuance	September 27, 2024
Pre-Proposal Conference	October 10, 2024
Deadline for Questions	October 15, 2024
Solicitation Due Date	November 14, 2024
Notification of Intent to Award (estimated)	January 17, 2025
Council Agenda Date (estimated)	April 21, 2025
Contract Start Date (estimated)	May 12, 2025

PART 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

SECTION 1

SCOPE OVERVIEW

1.0 PURPOSE

1.1 The primary purpose of this contract shall be to provide Designated Aviation Channeling Services in support of the HAS Mission and Vision Statements to establish the City of Houston as a 5-Star global service gateway. Activities conducted under this contract shall be in support of this goal.

1.2 To achieve our overall purposes, the following core values have been adopted:

1.2.1 MISSION

1.2.1.1 We exist to connect the people, businesses, cultures and economies of the world to Houston.

1.2.2 VISION

1.2.2.1 Establish Houston as a five-star global air service gateway where the magic of flight is celebrated.

1.2.3 STRATEGIC PRIORITIES

1.2.3.1 Make our passengers happy.

1.2.3.2 Act responsibly to achieve social, environmental and economic sustainability.

1.2.3.3 Build the platforms for future success.

1.2.3.4 Invest in our partnerships and our employees.

1.2.4 CORE VALUES (R.I.S.E.)

1.2.4.1 Relationships: We work together with integrity and treat every individual with courtesy and respect.

1.2.4.2 Innovation: We have the courage and willingness to consider new and unconventional ways of thinking.

1.2.4.3 Service: We WOW our passengers through a “can do” attitude and respond quickly to meet and exceed their expectations.

1.2.4.4 Excellence: We strive for quality and skillful execution without compromise.

SECTION 2

TECHNICAL SPECIFICATIONS REQUIREMENTS

1.0 BASIC SERVICES

1.1 The selected Contractor shall be required to provide all labor, personnel, management, supervision, supplies, materials, equipment, transportation, incidentals, insurance, and if needed, additional miscellaneous services to provide designated aviation channeling services at Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU). The approximate annual volume of badged individuals for IAH is 28,000 and HOU is 8,000.

1.2 Airport management shall include coordination with the FAA, air carriers, and other Federal and State agencies to maintain the highest standards of service and safety for Airport patrons.

1.3 Proposals shall only be accepted from Contractors approved by the Transportation Security Administration (TSA) to provide aviation channeling services. Conditional acceptance, applications in process, or any status short of full approval will not be accepted. Respondents shall also be approved by the TSA and the Federal Bureau of Investigations to participate in the RAPBACK program.

1.4 The Contractor shall be in full compliance with the Transportation Security Administration (TSA) regulations and guidance by providing complete documentation of TSA accreditation and certification to operate and provide Aviation Channeling Services for HAS.

1.5 HAS shall collect biometric and biographic information from applicants and transmit the information to the Contractor for processing.

1.6 HAS shall provide the Contractor with badge applicant biometric and biographical data, and the Contractor shall transmit data to TSA or other appropriate government agency for processing of Criminal History Record Checks (CHRC), Security Threat Assessments (STA), and to Customs and Border Protection (CBP) from the City's badging system via secure/encrypted means.

1.7 All services shall be in accordance with the highest industry standards and applicable codes, rules, regulations, laws, and practices governing the work. These standards will be achieved and maintained through continuous improvement through open communications with HAS, regular management reviews, and industry guidelines.

1.8 The Contractor shall provide real-time automated ability to enroll in the TSA FBI RAPBACK subscription service and cancel subscription service.

1.9 The Contractor shall provide HAS with web access to search any badge holder or applicant's STA, CHRC, or CBP status, (send and received times) at any time, 24/7. This provision is only upon initiation of CBP's e-Badge program.

2.0 INTERFACE TO SEND BIOMETRIC AND BIOGRAPHIC DATA

2.1 The Contractor shall provide a system interface (such as secure web services) to allow HAS to send biometric and biographic data in one single data submission directly from HAS systems. Criminal History Record Checks (CHRC) and Security Threat Assessments (STA) results as well as status updates shall be sent by the Contractor as statuses change or frequency agreed upon by HAS and the Contractor to the applicant records in the badging system of record. The current badging system of record is Pro-Watch,

a Honeywell system. The Contractor shall be required to hire Honeywell to complete the interface to the ProWatch or system specified by HAS.

2.2 The interface configuration effort shall commence upon HAS's approval of the Contractor's technical interface plan and documentation. The Contractor shall also submit to HAS the User Acceptance Test (UAT) plan prior to proceeding with the work. A fully functional test environment shall be configured and tested prior to starting work on the Production environment. The Contractor shall be expected to provide user training documentation, and updates to the interface documentation, upon completion of the configuration.

2.3 The Contractor shall demonstrate interface capabilities upon Notice to Proceed (NTP) and at that time, the Contractor, Honeywell and HAS shall meet to discuss the system and plan. The Contractor shall document the detailed technical plan, schedule, and provide user acceptance plan for HAS approval. The interface shall be operational per the requirement within the agreed-upon time frame, which is not to exceed three months from NTP. User acceptance team shall include the Contractor, Honeywell and HAS Technology representative(s) or designee(s).

3.0 INTERFACE REQUIREMENTS

3.1 HAS shall send applicant data on a daily or hourly basis to Contractor's system as agreed by the Contractor and HAS.

3.2 The Contractor's system shall send responses back to HAS as statuses change, which shall include:

3.2.1 Confirmation receipt of new applicant;

3.2.2 Update results to indicate status of still in process, error, or passed;

3.2.3 Error results shall include reason description or reason code and the Contractor's ability to correct errors; and

3.2.4 Passed results shall include date passed.

3.3 A secure Virtual Private Network (VPN) tunnel shall be required, or other communication method approved by HAS Technology. The Contractor shall work with HAS Technology to establish a secure connection.

4.0 INTERFACE WITH CUSTOMS AND BORDER PROTECTION SYSTEM (eBadge)

4.1 HAS is currently participating in a National Customs and Border Protection electronic badging initiative called eBadge. The overall objective of the program is to streamline the approval process by transmitting the CBP access request with the initial data transmission and accepting the CBP response through the same protocol. The Contractor shall participate in the development and facilitation of the program, including providing necessary data components and interfaces that may be required.

5.0 OUT-OF-SERVICE CREDITS

5.1 In the event that aviation channeling services become unavailable for processing, the Contractor shall pay service credits as follows:

5.1.1 Whenever aviation channeling services experience delays or the system is inoperable for twenty-four (24) hours, the Contractor shall notify HAS representatives immediately.

5.1.2 If the Contractor is unable to restore full service within twenty-five (25) hours, then out-of-service credits shall be assessed in the amount of \$25.00 for each fifteen (15) minutes interval until the situation is rectified. The situation shall be considered rectified when acceptable service is verified by the Director or designee.

5.1.3 The twenty-five (25) hours referenced above shall begin if more than twenty-four (24) hours elapse before the Contractor restores full applicant processing services.

5.1.4 During lapses of service, HAS reserves the right to hire other Contractor(s) to restore service or rectify problems at the Contractor's expense.

5.1.4.1 Service credits shall not be assessed in those instances where inoperable systems are a result of an accident caused by others and not due to the Contractor error or negligence; nor shall service credits be assessed when Force Majeure conditions occur, or when the system is taken out of service to accomplish preplanned, HAS approved activity.

5.1.4.2 The parties further agree that the assessment of service credits for the specific situations mentioned in this section will be the exclusive remedy of HAS in lieu of all other considerations that may be assessed. However, nothing in this section shall be construed to prejudice, limit or otherwise impair HAS's termination rights enumerated in the Agreement. Additionally, assessment of service credits shall never be construed as an exclusive remedy for any other damage incurred as the result of the breach of any other covenants, conditions or obligations contained in this Agreement and HAS shall always have the right to avail itself of other remedies available to it in law or equity.

5.1.5 The Director or designee shall have the discretionary right to assess out-of-service credits in amounts of \$100.00 per occurrence if data is lost.

5.1.6 At the Director's or designee sole discretion, assessed credits may be waived.

5.1.7 The Contractor and HAS stipulate and agree that any such assessment shall not be construed as a penalty; rather, the Proposer and HAS stipulate that the damages due to system issue(s) shall be challenging to measure and ascertain and as such the necessity of out-of-service credits. The Proposer shall pay any assessment of out-of-service credits by the Director to HAS within ten (10) days of receipt of an invoice for system failure.

6.0 CONTRACTOR QUALITY ASSURANCE

6.1 The Contractor shall provide quality assurance and error corrections for submissions to the TSA.

6.2 The Contractor shall ensure that the data transmitted to TSA is secured in accordance with the Federal Information Security Management Act (FISMA), Department of Homeland Security (DHS) 4300a controls, and appropriate DHS and TSA security policies.

6.3 The Contractor shall ensure that processes are in strict accordance with TSA and FBI regulations and guidance. The Contractor shall maintain the highest standards for the privacy of the employee information.

6.4 The Contractor shall provide aviation channeling services under this Agreement, using Contractor's personnel for safe and efficient services. The Contractor shall ensure that the aviation channeling services, and related equipment are operational at all times in accordance with best practices prevailing in the industry, observing OEM recommended procedures and complying with applicable Occupational Safety and Health Act (OSHA) and other applicable municipal, state, and federal safety standards.

6.5 The Contractor shall have a dedicated aviation security policy staff with a proven track record of advocating on behalf of airport operations at the federal level on aviation security policy issues that could impact an airport's badging operations.

7.0 CONTRACTOR LEVELS OF SERVICE

7.1 The Contractor shall provide customer support to IAH and HOU via telephone or email during regular business hours (7:00 a.m. – 4:00 p.m. CT Monday – Friday) for questions regarding services and coordinate the resolution of HAS problems regarding TSA's technical and procedural issues.

7.2 Customer Support

7.2.1 General support questions or issues shall be reported to the Contractor via phone or email (as agreed upon by HAS) and the Contractor shall respond within 24 hours.

7.2.2 Any general support question or issue that cannot be answered upon initial response to HAS shall be tracked by the Contractor and handled within five business days unless deemed a high priority issue.

7.2.3 A customer support call shall be deemed a high priority service issue if it involves any delays in processing applicants for STA, CHRC, and CBP clearances. The expected resolution of a high priority event is within 24 hours from the Contractor acknowledgement of the issue.

7.2.4 Any delay of an applicant's processing in excess of 24 hours due to a system issue shall result in manual processing of the applicant by the Contractor. While engaged in manual processing, there shall be no charge to HAS.

7.3 System Uptime

7.3.1 Scheduled maintenance by Contractor shall be handled not to impact normal system operations.

7.3.2 Unexpected outages shall be reported to HAS representative immediately and an expected time to return to normal operations should be provided.

7.3.3 Unexpected outages shall not cause delays in processing applicants for STA, CHRC, and CBP clearances for more than 24 hours. After that time, if the system has not resumed normal operations, a backup process shall be initiated.

7.3.4 The Contractor shall provide a detailed explanation of the backup process in the event the entire system or system interface is out of service for more than 24 hours.

8.0 CONFIDENTIALITY OF PRIVACY

8.1 To the extent permitted by law, each party agrees that all proprietary or confidential information disclosed by the other party in connection with this Agreement shall be protected from the risk of disclosure to others with the same degree of care that the receiving party accords to its own confidential or proprietary information.

8.2 The Contractor shall comply with Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Subchapter A of the Texas statute for "Identity Theft Enforcement and Protection Act."

<https://statutes.capitol.texas.gov/Docs/BC/htm/BC.521.htm>

9.0 INTELLECTUAL PROPERTY RIGHTS

9.1 The Contractor and HAS acknowledge that both parties and/or third parties retain all rights, title, and interest under applicable contractual, copyright, intellectual property, and related laws to their previously owned, developed or obtained intellectual property and any enhancements and modifications to same and in the databases and information contained therein used to provide either party's products or services hereunder, and the parties shall use such materials consistent with such right, title and interest and notify the applicable party of any threatened or actual infringement thereof.

10.0 DATA PROTECTION

10.1 The Contractor shall protect data that HAS provides. including biometric and biographic information providing HAS with the highest level of service. HAS provided data, which includes personal information sent to Contractor, shall not be disclosed, made available or otherwise used for any purposes other than for those purposes of completing fingerprint-based criminal history record checks and security threat assessments as prescribed by federal regulation or other forms of government mandates or requests or as mutually agreed upon by HAS and Contractor. Fingerprint and biographical information can be used for other purposes only with the data provider's express permission or as required to comply with applicable laws.

10.2 The Contractor shall not disclose HAS provided information to any third parties .

11.0 PERSONNEL REQUIREMENTS

11.1 General

11.1.1 The Contractor shall provide a list of all Contractor employees to HAS. The list shall state each employee's name, job title, and assigned responsibilities.

11.2 Contractor Staffing

11.2.1 The Contractor shall furnish the necessary number of personnel, thoroughly competent, qualified, and skilled in all trades essential to fulfill the requirements of this Agreement.

11.2.2 The Contractor shall at all times enforce discipline and good order among its employees and shall employ only reliable people who are skilled and experienced in their assigned task(s) under this Agreement.

12.0 ADMINISTRATIVE TASKS

12.1 Records

12.1.1 The Contractor shall maintain CHRC and STA results for all active badge holders. All records produced and maintained are the property of HAS. Upon expiration or termination of this Agreement, all records shall be provided to HAS. All sensitive information generated during the term of this Agreement shall be in compliance with HAS security practices and or government mandates/regulations.

12.2 Stop Work

12.2.1 The Contractor shall be responsible for the enforcement of all safety requirements for any Work performed under this Agreement. If the Contractor fails or refuses to comply with safety requirements promptly, the Director may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such order will be made the subject of a claim for extension of time or excess costs or damages to the Contractor.

13.0 SECURITY REQUIREMENTS FOR THE HOUSTON AIRPORT SYSTEM

13.1 Badging: George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU): The Contractor shall comply with all applicable federal rules governing security at the airports, as may be amended from time to time. The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

13.2 All on-site personnel of the Contractor, including subcontractors, who perform services under the Agreement, shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.

13.3 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on HAS property. The cost of the badges, which is subject to change, is currently \$55.00 each at (IAH) and (HOU). The costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. The contractor's personnel losing badges shall be charged for replacement badges at the then-current rate. Badge yearly renewal cost is \$16.00 each.

13.4 Airport Customs Security Area Bond: In accordance with Title 19 of the Code of Federal Regulations, Part 113, the Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS), and One Stop Cargo and Fumigation Facility at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU). Upon award, the Contractor shall obtain the requisite bond form and instructions from the Department of Homeland Security, U.S. Customs and Border Protection. The bond amount is determined by calculating \$1,000.00 by the number of employees needed to provide the service.

14.0 AIRPORT OPERATIONS AREA

14.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and escorted by authorized City personnel. The Contractor shall not move any Contractor-owned vehicles on and off aprons or within the AOA without a HAS escort.

14.2 Airport Security: The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within ten (10) days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City because of the Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

15.0 SILENCE OF THESE SPECIFICATIONS

15.1 The specifications set forth herein covers the minimum requirements for Aviation Channeling Services. The descriptions contained in these specifications shall be considered as instructive to the Contractor as to the type and quality of designated aviation channeling services desired. The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the industry best practice standards shall prevail. All interpretations of these specifications shall be made based upon this statement.

16.0 CHARGES

16.1 Charges for services provided under the Contract shall be in accordance with the prices/rates shown in the Contract Fee Schedule and in such form as may be requested or specified by the Director or its designee.

16.2 The Contractor shall accept the following types of payments.

16.2.1 Purchase Order (PO)

16.2.2 Service Release Order (SRO)

16.2.3 Emergency Purchase Orders (EPO)

16.2.4 P-Card

17.0 PUBLIC RELATIONS

17.1 The Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at any City facility. The Contractor, contractor's agents, subcontractors, or their employees shall not (1) publicly discuss or issue or provide any statements, written or oral, paper or electronic, of any nature that references this Agreement, any policy, procedure, post order, or security alert, or (2) release any report, tape, recording, image, document or record related to the services provided under this Agreement, without the prior written consent of the Director or his designee. The requestor shall be directed to seek the Department's Public Information Officer.

18.0 HAS QUALITY ASSURANCE

18.1 HAS may use a variety of inspection methods to evaluate Contractor's performance including performance review conference calls, customer complaints, etc.

18.2 The Contractor shall maintain a plan to ensure the integrity of the data that HAS submits.

18.3 The Contractor shall have practices in place to ensure data is not lost due to system or power failure or due to natural or man-made disaster. The Contractor shall implement other quality assurance measures as requested by the Director from time to time throughout the term.

19.0 INCREASE OR DECREASE OF WORK – INCLUSION/EXCLUSION

19.1 throughout the Term of this Agreement, the Director may, by written notice to Contractor, increase and/or decrease the Work. The Contractor's sole compensation for such adjustment shall be mutually agreed between the Director and Contractor. The Director's decision shall be final.

20.0 COORDINATE PERFORMANCE:

20.1 HAS Contact

20.1.1 The Contractor shall coordinate its performance with such persons as the Director designates in writing to the Contractor. The Contractor shall keep said persons currently advised of developments relating to the performance of this Agreement and the Contractor shall at all appropriate times advise and consult with the Director.

21.0 PRE-PERFORMANCE CONFERENCE

21.1 Subsequent to contract approval/execution, the Contractor shall be required to attend a pre-performance conference. The Strategic Procurement Division (SPD) or the primary user department will host the pre-performance conference. The purpose of the pre-performance conference is for the contractor to introduce his or her project manager to the City staff and for the City staff to introduce the contract end-users, contract compliance, and accounts payable representatives. Items to be addressed shall include, but are not limited to, the following:

21.1.1 Start-up and phase-in and performance schedule.

21.1.2 Agreement administration.

21.1.3 Channels of communication.

21.1.4 Review of key personnel.

21.1.4 Organization and function charts reflecting the line of management authority.

22.1.5 Procedures to be used to ensure Agreement requirements are met to meet all the requirements of the Agreement.

23.0 COORDINATION OF CONFERENCE CALLS

23.1 Throughout the term of this Agreement and any extensions thereto, the Contractor shall participate in conference calls with HAS, on a frequency determined by the Director, to identify and resolve performance issues. Notice of any such performance conference call may be given by the Director to the Contractor either orally or in writing and shall designate the time and date, Contractor's attendees, and general-purpose. The Contractor's designated attendees shall be present at any such performance conference call for its duration and shall prepare minutes. The conference call minutes shall be transcribed by the Contractor in typewritten form and must be submitted to the Director for approval within five (5) days of any such conference call. The Director shall have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original will be retained by HAS and a copy thereof submitted to the Contractor.

24.0 INVOICING

24.1 The Contractor shall submit monthly invoices for work completed at each airport on a form(s) approved in advance by the Director and/or designee. Invoices must be accompanied by support documents requested by the Director and/or designee. HAS will certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. Certification and/or payment does not preclude HAS from indicating that a particular certification or payment was incorrect. In addition, it does not preclude HAS from recovering excess payments.

24.2 Each invoice submitted shall be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices shall be delivered or mailed to the following address:

City of Houston
Houston Airport System
Finance Division / Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

24.3 HAS will accept invoices submitted electronically along with required support information, such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, etc. Each invoice shall be in a PDF or TIFF format. Multiple invoices can be submitted in a single e-mail.

24.3.1 Requirements are as follows:

24.3.1.1 Submit invoices in "PDF" or "TIFF" format.

24.3.1.2 Submit to has.accountspayable@houston.tx.gov

24.4 Invoices submitted for services performed as the result of change orders require copies of the applicable change order to be attached to the original and each of two (2) invoice copies.

24.5 Invoices submitted for services performed as the result of Other Work/Services require a copy of the Director's and/or designee's written request to be attached to the original and each of the two (2) invoice copies.

24.5 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified or fails to obtain an approved work schedule prior to beginning work.

25.0 PRICE ADJUSTMENT

25.1 Price Decreases

25.1.1 The Contractor shall notify the Chief Procurement Officer of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon Chief Procurement Officer's receipt of Contractor's notice.

25.2 Price Increases:

25.2.1 The Contractor shall keep pricing fixed for at least the first twelve (12) months of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually by Agreement amendment. The Contractor shall submit all pricing increase requests to the Chief Procurement Officer in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of Services. The request must show all proposed increases by line item and include supporting documentation. SPD has final approval of any and all price escalation requests and may require the Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any industry data substantiating the increase. However, a price increase may not produce a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed 10% of the price immediately before the increase. Pricing changes shall apply to Contracts and amendments to Contracts entered on and after the effective date of the price change. Price decreases as well as increases shall apply. If the Contractor's prices are reduced for any reason, the City shall receive the benefit of such reductions.

25.2.2 To request a price increase, the Contractor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. The letter and documentation shall be sent to the following address:

Chief Procurement Officer
City of Houston
P.O. Box 1562
Houston, Texas 77251

25.2.3 If the Chief Procurement Officer approves of the price increase, he or she shall notify the Contractor in writing; no price increase shall be effective until the Contractor receives this notice. If the Chief Procurement Officer does not approve the Contractor's price increase, the Contractor may terminate its performance upon sixty (60) days advance written notice to the Chief Procurement Officer. Termination of performance is the Contractor's only remedy if the Chief Procurement Officer does not approve the price increase.

25.2.4 If, at any time after approving a price increase, the Chief Procurement Officer determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Contractor.

25.2.5 In the event of unforeseen changes in the market, the awarded Contractor may request an off-cycle price adjustment to be approved at the discretion of the Chief Procurement Officer or his/her designee.

26.0 MINIMUM WAGE AND EMPLOYEE BENEFITS

26.1 The Contractor shall pay all employees the federal minimum wage per hour while working under this Contract. If during the term of this Agreement, there is legislation enacted regarding an increase or increases in the federal minimum wage law, the Contractor shall submit a request (s) for an increase in the contract fees to the Chief Procurement Officer for consideration, provided such request is accompanied by documentation as requested by the Chief Procurement Officer verifying that only Contractor's employees' salaries were increased accordingly. The Chief Procurement Officer shall consult with the Director before responding to the request.

26.2 The Contractor and subcontractor employees shall receive the following minimum rates of pay during the term of this Agreement.

Contract Year	Minimum Hourly Rate
October 1, 2023	\$15.00
Thereafter	As determined by applicable wage rate increase

26.3 Pay Period

26.3.1 The Contractor's employees shall be paid no less often than every two (2) weeks or twice a month, at the Contractor's option. For Contractor(s) electing twice a month payment, the pay date shall be the last workday before each designated pay date, if that date falls on a holiday or weekend.

26.4 Minimum Wage Increase

26.4.1 During the life of this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Contractor agrees that all employees covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. The Contractor shall begin paying this increase within 45 days of the effective date of such law.

26.4.2 If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or designee for increase of employee hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City shall pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, and/or designee.

26.5 Compliance Verification

26.5.1 No more than one week after the close of a pay period, the Contractor shall submit a certified copy of its or its Subcontractor's payrolls showing classifications and wages paid for each personnel to the Office of Business Opportunity.

26.5.2 If after the effective date, any charge is filed against the Contractor or any of its Subcontractors with the National Labor Relations Board (NLRB), then the Contractor shall provide the Director a copy of the charge and keep the Director informed of the proceedings and ultimate resolution.

27.0 TRANSPORTATION AND PARKING

27.1 The Contractor shall park its vehicles in areas designated by the Director at its own cost. All information related to transportation activities of the Contractor or its sub-contractors necessary to perform under the Agreement shall be provided by the Contractor.

27.2 All the Contractor's and sub-contractor's vehicles shall be clearly marked with identification indicating Contractor's or sub-contractor's name. Such identification shall be placed on both sides of each vehicle and may be removable, e.g., magnetic.

28.0 TEXAS DRIVER'S LICENSE

28.1 The Contractor's personnel performing the work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. The Contractor shall ensure personnel meets this requirement.

29.0 DAMAGE TO CITY PROPERTY

29.1 The Contractor shall be responsible for the repair and cost thereof, of all damage to City property caused by carelessness or neglect on the part of the Contractor, its agents, or employees.

30.0 CONTRACTOR AND CITY PROPERTY

30.1 The City of Houston shall not be responsible in any way for damage to, or loss of supplies, materials, tools, equipment, or personal property left on or stored in City facilities, or on City property.

31.0 DISPUTES

31.1 In all cases of misunderstanding and disputes, verbal arrangement shall not be considered binding, and the Contractor shall produce written documentation in support of its contentions. The decision of the Director or its designee shall be final.

32.0 CONTRACTOR'S FINANCIAL OBLIGATION

32.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of this Agreement.

33.0 WAGE THEFT AND PREVENTION

33.1 The Contractor and its subcontractor(s) shall comply with all applicable, state, and local wage hour laws, including the City's Wage Theft Ordinance as set out in Chapter 15, Article IV of the City of Houston Code of Ordinances.

34.0 SUBCONTRACTORS

34.1 The Contractor shall manage, control and be responsible for all "The Work" performed by its subcontractors/agents. A complete list of all subcontractors shall be submitted to the Director for approval prior to subcontractor/agent commencing work. The Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

35.0 CONTRACTOR'S LIABILITY

35.1 In addition to insurance which is required by statute or City Ordinance, the Contractor understand that it shall be liable to the City for any damage caused to City property or any individual or accident caused by the Contractor or may occur in the course of performance of cleaning City facilities.

35.2 The Contractor is responsible for their equipment damaging City property. The Contractor shall replace or repair any City property or windows, glass, and exterior surfaces damaged by their negligence at no cost to the City.

36.0 NOTICE TO PROCEED REQUIREMENTS

36.1 Within thirty (30) days after the NTP, the Contractor shall certify to the Director and/or designee in writing that 100% of the Contractor's employees (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-Contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by the Contractor and have commenced work under their respective subcontracts.

37.0 ESTIMATED QUANTITIES NOT GUARANTEED

37.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into, based on the City purchasing all the quantities specified herein.

38.0 INTERLOCAL AGREEMENT

38.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts shall be drawn to reflect the needs of each participating entity.

PART 4 – EVALUATION AND SELECTION PROCESS

1.0 EVALUATION COMMITTEE

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Shortlisted Proposers will be evaluated to determine whether each is responsible, as defined below. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Proposer(s) meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

3.0 SELECTION PROCESS

The City intends to select a Proposal(s) that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by Proposers, whether provided by Proposers or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer(s), a contract(s) shall be executed by the appropriate City officials.

4.0 BEST AND FINAL OFFER ("BAFO")

The City reserves the right to request a BAFO(s) from one or more finalist.

5.0 EVALUATION CRITERIA

5.1 RESPONSIVE (PASS/FAIL)

A proposer that responds to all material requirements of any solicitation will be deemed responsive. The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

5.2 RESPONSIBLE (PASS/FAIL)

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

5.3 FINANCIAL STABILITY (PASS/FAIL)

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

5.3.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.

5.3.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

5.3.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

5.3.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

5.3.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

5.3.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

5.4 M/WBE PARTICIPATION (PASS/FAIL)

Quality of proposed M/WBE participation aligned with the project scope.

5.5 MINIMUM LEVEL OF EXPERIENCE (PASS/FAIL)

Proposers shall have at least ten (10) years of experience in providing designated aviation channeling services that is similar/comparable in size, type, scope, magnitude, and complexity to that described in this solicitation.

5.6 TECHNICAL COMPETENCE REQUIREMENTS (85 POINTS)

5.6.1 The extent to which the proposed solution meets the needs of the City, including but not limited to the program requirements, compliance guidelines, and successful outcomes as expressed in this RFP.

5.6.1.1 Proposed Strategy and Operational Plan (30 points)

5.6.1.1.1 Provide a detailed description and methodology of the proposed plan for Designated Aviation Channeling Services, which should include, but not be limited to the following:

5.6.1.1.1.1 A brief statement understanding of the work to be provided.

5.6.1.1.1.2 A detailed description that clearly defines the transition approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

5.6.1.2 Experience and Qualifications (25 Points)

5.6.1.2.1 Provide detailed relevant information about Proposer's knowledge and experience, including:

5.6.1.2.1.1 Projects completed (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience providing designated aviation channeling services;

5.6.1.2.1.2 Submit a written plan of action on how Proposer will meet the requirements provided in this RFP;

5.6.1.2.1.3 Company track record: Provide a brief summary of company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, how business is organized, and notable achievements (limit to four (4) pages);

5.6.1.2.1.4 Provide a brief statement describing the Proposer's track record of advocating on behalf of airport operations;

5.6.1.2.1.5 Key personnel shall have a minimum of ten (10) years' experience providing designated aviation channeling services;

5.6.1.2.1.6 Provide an organizational chart of proposed team or staff for this project;

5.6.1.2.1.7 Provide resumes of key personnel who will be responsible for the delivery of the services/project; and

5.6.1.2.1.8 Provide copies of key personnel certifications and/or licenses.

5.6.1.3 Customer Support (15 Points)

5.6.1.3.1 This criterion considers the detailed description of Proposer's customer support plan and operating philosophy, as required in the scope of work.

5.6.1.4 Technical Plan (15 Points)

5.6.1.4.1 Description of how Proposer shall achieve interface to Pro-Watch with CBP approval process.

5.7 PRICE PROPOSAL (15 POINTS)

This criterion considers the reasonableness of the overall price submitted by the Proposer.

5.8 LOCAL PREFERENCE POINTS

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation with proposal submission. Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- 3 Points: For Proposer firm designated as a Hire Houston First "Local Business" (LB);
- 0 Points: For proposer firm not designated as a "Local Business" (LB).

6.0 EVALUATION MATRIX

Evaluation Criteria	Max Points
6.1 Responsive	Pass/Fail
6.2 Responsible	Pass/Fail
6.3 Financial Stability	Pass/Fail
6.4 Minimum of Ten (10) Years of Experience	Pass/Fail
6.5 Proposed Strategy and Operational Plan	30

6.6 Experience and Qualifications	25
6.7 Customer Support	15
6.8 Technical Plan	15
6.9 Fee Schedule Proposal	15
6.10 Local Preference Points	3
TOTAL AVAILABLE POINTS	103 POINTS

7.0 ADDITIONAL RELATED SERVICES

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

PART 5 – SUBMISSION OF PROPOSAL

1.0 INSTRUCTIONS FOR SUBMISSION

All documentation shall be submitted in accordance with the specifications below.

1.1 Cost Proposal and Financial Stability documents. In the appropriate section within the Submission Requirements, attach the Cost Proposal and Financial Stability documents. No printed copies are required to be submitted within the Proposal.

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

1.2 Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals shall not be considered.

1.3 Format. Material shall be organized following the order of the submission requirements outlined in Section 2.0.

1.4 Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals shall not be considered.

1.5 Proposer's Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received by the time and date specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by some other act or circumstance.

2.0 SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows.

Tab 1 - Cover Letter: The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.

Tab 2 – Description of Firm and General Company Information: Provide a general description of the firm, including systems, services, staffing, number of employees, office locations, and years in business. Provide the name of the Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

Tab 3 - Executive Summary: The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through completion.

Tab 4 – Personnel/Staffing Requirements: Proposer shall identify professional staff qualifications and knowledge in the organization.

4.0 – Knowledge and Experience: Provide detailed relevant information about Proposer's knowledge and experience, including:

- 4.1 Projects completed (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience providing designated aviation channeling services;
- 4.2 Submit a written plan of action on how the Proposer will meet the requirements provided in this RFP;
- 4.3 Company track record: Provide a brief summary of company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, how business is organized, and notable achievements (limit to four (4) pages);
- 4.4 Provide a brief statement describing the Proposer's track record of advocating on behalf of airport operations;
- 4.5 Key personnel shall have a minimum of ten (10) years' experience providing Designated Aviation channeling services;
- 4.6 Provide an organizational chart of proposed team or staff for this project;
- 4.7 Provide resumes of key personnel who will be responsible for the delivery of the services/project; and
- 4.8 Provide copies of key personnel certifications and/or licenses.

Tab 5 – Proposed Strategy and Operational Plan:

5.1 Provide a detailed description and methodology of the proposed plan for Designated Aviation Channeling Services, which should include, but not be limited to the following:

5.1.1 A brief statement of the Proposer understanding of the work to be provided.

5.1.2 A detailed description that clearly defines the transition approach to be utilized in successfully achieving the RFP's intended Scope of Work.

Tab 6 – Customer Support:

6.1 Description of Proposer's customer support plan and operating philosophy.

Tab 7 - Technical Plan:

7.1 Description as to how Proposer shall achieve interface to Pro-Watch with CBP approval process.

Tab 8 - Exceptions to Sample Contract: Provide any exceptions to the Sample contract and include the rationale for taking the exception. If an alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

Tab 9 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Tab 10 - Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

Tab 11 - Forms and Certifications: Complete and return all forms and certifications provided in PART 9 – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

Tab 12 - Cost Proposal and Financial Stability Documents: Complete and return the Cost Proposal and Financial Stability documents.

Part 6 – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Contract where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract. Please review and include any exceptions to the terms and conditions contained in the Sample Contract.

Part 7 – SPECIAL CONDITIONS

1.0 NO CONTACT PERIOD

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2.0 MINORITY AND WOMAN BUSINESS ENTERPRISES (“M/WBE”)

It is the City of Houston’s policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. The Contractor shall comply with the City’s MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO’s website at <https://www.houstontx.gov/obo/policies-procedures.html>. The Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **0%** of the value of the Agreement to certified MWBEs. If the Contractor is a certified MBE or WBE, the Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

The Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, the Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by OBO if other attempts do not result in a resolution.

3.0 PROTESTS

Protests shall be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>.

4.0 CANCELLATION

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

5.0 EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: <http://www.houstontx.gov/execorders/1-56.pdf>.

6.0 PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

7.0 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

PART 8 – INSTRUCTIONS TO PROPOSERS

1.0 PRE-PROPOSAL CONFERENCE

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

2.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, **Roy Korthals**, preferably by e-mail to roy.korthals@houstontx.gov or by telephone at **(832) 393-8734** no later than the date and time shown on page one of this document. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

3.0 LETTER(S) OF CLARIFICATION

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

3.2 Proposer's may submit no more than **25 questions** relating to this solicitation. Should more than 25 questions be received from a single Proposer, the City will only respond to the first 25 questions received.

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

4.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

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

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

5.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

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

PART 9 – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

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

2.0 Declaration of Hire Houston First Designation (Exhibit II)

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation form (SPD can insert form number) with proposal submission.

3.0 City of Houston Ownership Information Form (Exhibit III)

4.0 Anti-Collusion Statement (Exhibit IV)

5.0 Conflict of Interest Questionnaire (Exhibit V)

6.0 Cost Proposal (Exhibit VI)

PART 10 – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

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

1.0 Insurance Requirements and Insurance Certificate

2.0 Drug Policy Compliance Agreement (Exhibit "B"); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit "C"); Drug Policy Compliance Declaration (Exhibit "D")

3.0 City Contractors' Pay or Play Acknowledgement Form (POP-1) [pop1.pdf \(houstontx.gov\)](http://pop1.pdf(houstontx.gov)), Certification of Compliance with Pay or Play Program (POP-2) [pop2.pdf \(houstontx.gov\)](http://pop2.pdf(houstontx.gov)), and List of Participating Subcontractors (POP-3) [pop3.pdf \(houstontx.gov\)](http://pop3.pdf(houstontx.gov)).

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

5.0 Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at <https://www.ethics.state.tx.us/filinginfo/1295/>.

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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**EXHIBIT I
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

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

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

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

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

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

EXHIBIT I
LIST OF SUBCONTRACTOR(S)

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

SEGREGATED PART OF WORK

SUBCONTRACTOR/SUPPLIER

EXHIBIT II
DECLARATION OF HIRE HOUSTON FIRST DESIGNATION

DIRECTIONS: Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.**

If your company does not have a HHF designation and would like to apply for designation go to: www.houstontx.gov/obo/hirehoustonfirst.html at least 10 working days prior to submitting a bid or proposal.

<p>1. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated City Business (CB). A valid certificate of designation is attached.</p>	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> _____ _____/_____ </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Print Name Signature Date </div>
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<p>2. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated Local Business (LB). A valid certificate of designation is attached.</p>	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> _____ _____/_____ </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Print Name Signature Date </div>
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EXHIBIT III

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

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

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

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

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

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Bidder's email address

Email Address:

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE** IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

☐ TEXAS RESIDENT BIDDER

☐ NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (*specify in space below*)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

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

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address
Name _____	Director or Member	_____	Address

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

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:

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.*

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

Residence Address [No./Street]

City / State / Zip Code

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

Residence Address [No./Street]

City / State / Zip Code

ATTACH ADDITIONAL SHEETS AS NEEDED.

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

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

Status of Appeal **[DESCRIBE]**:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form receipted by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form 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. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature**Date**

Printed name

Title

NOTE: This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

EXHIBIT IV
ANTI-COLLUSION STATEMENT

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

Date

Proposer Signature

EXHIBIT V CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-top: 20px;"> <hr style="width: 30%; border: 0; border-top: 1px solid black;"/> Name of Officer </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; border: 0; border-top: 1px solid black;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; border: 0; border-top: 1px solid black;"/> Date </div> </div> </div>		

EXHIBIT V CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "VI"
COST PROPOSAL FORM

PART X – PRICING

For the prices quoted, Proposer shall furnish all necessary labor, equipment, materials, supplies, personnel, services, and all activity necessary to perform the Work as specified in this proposed Agreement. Price sheets by Agreement Years (1-5) must be completed in their entirety with no blanks and entered on the appropriate lines of the summary sheet(s).

All quantities listed are estimated quantities for budgetary purposes only. The actual quantities may be higher or lower than any estimates, and Proposer shall be paid only for actual Work performed, subject to prior HAS direction and approval.

YEARS (1-5) PRICE TOTAL SUMMARY

IAH

YEAR ONE RATES – PRICE TOTAL SUMMARY

1a. Total Basic Services \$ _____

YEAR TWO RATES – PRICE TOTAL SUMMARY

2a. Total Basic Services \$ _____

YEAR THREE RATES – PRICE TOTAL SUMMARY

3a. Total Basic Services \$ _____

YEAR FOUR RATES – PRICE TOTAL SUMMARY

4a. Total Basic Services \$ _____

YEAR FIVE RATES – PRICE TOTAL SUMMARY

5a. Total Basic Services \$ _____

IAH FIVE-YEAR TOTAL \$ _____

HOU

YEAR ONE RATES – PRICE TOTAL SUMMARY

1b. Total Basic Services \$ _____

YEAR TWO RATES – PRICE TOTAL SUMMARY

2b. Total Basic Services \$ _____

YEAR THREE RATES – PRICE TOTAL SUMMARY

3b. Total Basic Services \$ _____

YEAR FOUR RATES – PRICE TOTAL SUMMARY

4b. Total Basic Services \$ _____

YEAR FIVE RATES – PRICE TOTAL SUMMARY

5b. Total Basic Services \$ _____

HOU FIVE-YEAR TOTAL \$ _____

IAH FIVE-YEAR TOTAL \$ _____

**INTERFACE TO PRO-WATCH WITH CBP APPROVAL PROCESS
TOTAL** \$ _____

HAS GRAND TOTAL \$ _____

BASIC SERVICES**YEAR ONE (IAH)**

<u>Description</u>	<u>Est. Monthly Enrollments</u>	<u>X</u>	<u>Rate Per Person</u>	<u>X</u>	<u>Cost Per Year</u>
Aviation Worker CHRC Check	1,250	x	\$_____	12	\$_____
Aviation Worker STA Check	1,250	x	\$_____	12	\$_____
RAP Back Enrollment	1,200	x	\$_____	12	\$_____
Basic Services Total					\$_____

YEAR ONE (HOU)

Aviation Worker CHRC Check	300	x	\$_____	12	\$_____
Aviation Worker STA Check	300	x	\$_____	12	\$_____
RAP Back Enrollment	250	x	\$_____	12	\$_____
Basic Services Total					\$_____

Enter the above Basic Services Total Cost on the – **Year One Rates** – Bid Total Summary on price lines 1a and 1b.

YEAR TWO (IAH)**Description**

Aviation Worker CHRC Check	1,250	x	\$_____	12	\$_____
Aviation Worker STA Check	1,250	x	\$_____	12	\$_____
RAP Back Enrollment	1,200	x	\$_____	12	\$_____
Basic Services Total					\$_____

YEAR TWO (HOU)

Aviation Worker CHRC Check	300	x	\$_____	12	\$_____
Aviation Worker STA Check	300	x	\$_____	12	\$_____
RAP Back Enrollment	250	x	\$_____	12	\$_____
Basic Services Total					\$_____

Enter the above Basic Services Total Cost on the – **Year Two Rates** – Bid Total Summary on price lines 2a and 2b.

YEAR THREE (IAH)

<u>Description</u>	<u>Est. Monthly Enrollments</u>	<u>X</u>	<u>Rate Per Person</u>	<u>X</u>	<u>Cost Per Year</u>
Aviation Worker CHRC Check	1,250	x	\$_____	12	\$_____
Aviation Worker STA Check	1,250	x	\$_____	12	\$_____
RAP Back Enrollment	1,200	x	\$_____	12	\$_____
Basic Services Total					\$_____

YEAR THREE (HOU)

Aviation Worker CHRC Check	300	x	\$_____	12	\$_____
Aviation Worker STA Check	300	x	\$_____	12	\$_____
RAP Back Enrollment	250	x	\$_____	12	\$_____
Basic Services Total					\$_____

Enter the above Basic Services Total Cost on the – **Year Three Rates** – Bid Total Summary on price lines 3a and 3b.

YEAR FOUR (IAH)

<u>Description</u>	<u>Est. Monthly Enrollments</u>	<u>X</u>	<u>Rate Per Person</u>	<u>X</u>	<u>Cost Per Year</u>
Aviation Worker CHRC Check	1,250	x	\$_____	12	\$_____
Aviation Worker STA Check	1,250	x	\$_____	12	\$_____
RAP Back Enrollment	1,200	x	\$_____	12	\$_____
Basic Services Total					\$_____

YEAR FOUR (HOU)

Aviation Worker CHRC Check	300	x	\$_____	12	\$_____
Aviation Worker STA Check	300	x	\$_____	12	\$_____
RAP Back Enrollment	250	x	\$_____	12	\$_____
Basic Services Total					\$_____

Enter the above Basic Services Total Cost on the – **Year Four Rates** – Bid Total Summary on price lines 4a and 4b.

YEAR FIVE (IAH)

<u>Description</u>	<u>Est. Monthly Enrollments</u>	<u>X</u>	<u>Rate Per Person</u>	<u>X</u>	<u>Cost Per Year</u>
Aviation Worker CHRC Check	1,250	x	\$_____	12	\$_____
Aviation Worker STA Check	1,250	x	\$_____	12	\$_____
RAP Back Enrollment	1,200	x	\$_____	12	\$_____
Basic Services Total					\$_____

YEAR FIVE (HOU)

Aviation Worker CHRC Check	300	x	\$_____	12	\$_____
Aviation Worker STA Check	300	x	\$_____	12	\$_____
RAP Back Enrollment	250	x	\$_____	12	\$_____
Basic Services Total					\$_____

Enter the above Basic Services Total Cost on the – **Year Five Rates** – Bid Total Summary on price lines 5a and 5b.

EXHIBIT "VII"

FEDERAL CONTRACT PROVISIONS NON-AIP FUNDED AGREEMENT

TITLE VI: NON-DISCRIMINATION

As used in this Exhibit, the term "contractor" or "Contractor" shall refer to Consultant. Consultant shall include the provisions set out in this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

I. GENERAL CIVIL RIGHTS PROVISIONS

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and subtier contractors/consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter the litigation to protect the interests of the United States.

III

EXHIBIT "VIII"

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

· Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).