

HOUSTON AIRPORT SYSTEM
REQUEST FOR PROPOSALS
CUSTOMER SERVICE SURVEY
SEPTEMBER 2007

Issued by:
THE CITY OF HOUSTON, TEXAS
AIRPORT SYSTEM

The Houston Airport System ("HAS") invites the submission of proposals to develop and implement a customer service survey for HAS. Commercial air carriers are purveyors of an essential service providing facilities for the transition from ground to air to ground transportation. The airport operator is responsible for providing and/or managing those services that directly or indirectly facilitates such movement. These services include food, parking, ground transportation and the facilities and associated services provided by airport tenants. However, it is the quality delivery of those services and the airport patron's perception of the level of service received, that is the primary interest of the HAS. To that end, HAS will assess patrons' "level of service" perception via monthly customer satisfaction survey conducted by independent third party at Bush Intercontinental Airport ("IAH") and William P. Hobby ("HOU").

HAS will conduct a Pre-Proposal meeting on October 10, 2007 at 2:00 P.M and encourages interested parties to attend:

Houston Airport System
16930 John F. Kennedy Blvd.
Houston, TX 77032
HR Training Room

One original and nine (9) copies of the proposal and all other information required by this Request for Proposal must be delivered in a sealed package clearly marked with the name and address of the respondent prior to the time stated below to the following address:

Houston Airport System
Janet L. Schafer, J.D.
Acting Assistant Director - Properties
16930 John F. Kennedy Blvd.
Houston, TX 77032
Telephone: (281) 233-1796

RESPONSES TO THIS RFP WILL BE ACCEPTED UNTIL

NOVEMBER 5, 2007, 2:00 P.M.

**Late Proposals will not be considered for selection and will be returned to Respondent unopened.
HAS is not responsible for late or misdirected delivery of proposals.**

A. CONTENTS

Please read the following instructions carefully and check your RFP package to ensure that you have all of the following sections and attachments:

Request for Proposal

- A. Contents
- B. Airport Statistics
- C. Submission, Selection and Contracting Procedures
- D. Scope and Conditions of the Offered Opportunity
- E. Proposal Submittal
- F. Evaluation

Attachments

- I. Proposal Form – Fees
- II. Proposal Affidavit
- III. References
- IV. Fair Campaign Ordinance Form A
- V. Affidavit Of Ownership Or Control
- VI. Pay or Play Program

Should you find a discrepancy in the material contained herein, or should you be in doubt as to its meaning or as to the proposal procedure, please notify HAS in writing explaining the issue and/or question no later than October 17, 2007:

Houston Airport System
Janet L. Schafer, J.D.
Acting Assistant Director - Properties
16930 John F. Kennedy Blvd.
Houston, TX 77032
Telephone: (281) 233-1796 Fax: (281) 233-1564
janet.schafer@cityofhouston.net

Verbal questions will not be answered other than at the Pre-Proposal Conference.

B. AIRPORT STATISTICS

1. Statistics

The City of Houston (the "City") owns and operates George Bush Intercontinental Airport ("IAH") and William P. Hobby Airport ("HOU"). IAH and HOU, along with Ellington Field, are managed by the Houston Airport System ("HAS"), a department of the City.

HOU is one of three airports owned by the City of Houston and operated by the Houston Airport System ("HAS"). HOU is located closest to Houston's central business district, approximately seven miles away. The Airport provides domestic passenger service primarily to short- and medium-haul destinations. The following table provides historical enplaned passenger activity:

HOU
Historical Passenger Activity
(Fiscal year July 1 – June 30)

Fiscal Year	Enplaned	Deplaned	Total
2002	4,094,633	4,097,144	8,191,777
2003	3,898,556	3,897,890	7,796,446
2004	4,044,560	4,044,867	8,089,427
2005	4,150,726	4,096,094	8,246,820

IAH is Houston's largest airport facility. It is 22 miles from the central business district and 50 miles from the Gulf of Mexico. IAH provides direct air service to more than 115 destinations within the United States and 73 international destinations. Houston is the 7th largest international passenger gateway and the 9th busiest airport in the country.

The following table provides historical enplaned passenger activity:

IAH
Historical Passenger Activity
(Fiscal year July 1 – June 30)

Fiscal Year	Enplaned	Deplaned	Total
2003	16,635,873	16,769,996	33,405,869
2004	17,666,050	17,704,974	35,371,024
2005	19,186,394	19,214,834	38,401,228
2006	20,548,961	20,371,656	40,921,617

In addition to the traveling public, IAH has over 32,000 employees, contractors, and partners with badges to be on airport grounds.

2. Airport Improvement Projects

The Airport is undergoing projects to expand and renovate the facilities to accommodate the needs of general aviation traffic. Such projects may impact terminal and roadway use temporarily or permanently.

C. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

1. Schedule

The City has adopted the tentative schedule for the submission of proposals under this RFP, which may be modified only upon written notice by the City to each potential respondent:

October 10, 2007	Pre-Proposal Conference
October 17, 2007	Last day for Written Questions
November 5, 2007	Responses to RFP Due

The schedule is subject to change without liability to the City.

2. Proposal Withdrawal

Proposals may be withdrawn by written request prior to the proposal due date and time stated above. Such withdrawal does not preclude the submission of another timely proposal. After the due date and time no respondent will be permitted to withdraw its proposal. The submission of a proposal will constitute a valid offer subject to acceptance by the City for a period of 150 calendar days following the due date.

3. Execution of Agreement

Upon notification of selection by HAS and prior to submittal to City Council, the selected respondent will fully execute and deliver to the City a Professional Services Agreement (“Agreement”) in a form agreed upon by the City and the selected respondent. The Agreement will incorporate provisions of this RFP and the selected respondent’s proposal.

4. Failure to Contract

If the selected respondent fails to execute the Agreement within sixty (60) calendar days after notification of selection, the City reserves the right to withdraw the selection and reject the proposal. In such event, all rights and/or claims purported to arise from said selection will be forfeited.

5. City’s Right to Cancel, Reject or Reissue RFP

The City reserves the right to reject any or all proposals and to invite new proposals, or take such other course of action as the City deems appropriate at the City’s sole and absolute discretion. The City reserves the right to:

- a) Waive any informality in any proposal or proposing procedure.
- b) Reject any or all proposals.

- c) Reject any portion(s) of a proposal.
- d) Reissue the RFP with or without modification.
- e) Select multiple proposals.
- f) Negotiate all proposal elements.

6. Award and Rejection

It is the City's intent to award the Agreement offered by this RFP to the qualified and responsible respondent who provides the best overall proposal. The City is **not** required to select the proposal with the lowest fee to be earned by a respondent.

Any one or more of the following, among others, may be considered sufficient for the rejection of a respondent's proposal, regardless of respondent's qualifications in respect to other Evaluation Criteria:

- a) Failure to meet minimum requirements of the RFP.
- b) Evidence of collusion among respondents.
- c) Non-responsibility, as determined by the City in its sole judgment, as shown by past work, references or other relevant factors.
- d) Default on any obligation to the City including debt contract, as surety or otherwise.
- e) Submission of a proposal that is incomplete, conditional, ambiguous, obscure, or that contains alterations or irregularities of any kind.

7. Consent to Investigation

The City's determination as to whether a respondent is qualified and responsible will be based on information provided by the respondent in its proposal, interviews (if applicable) and other sources deemed to be valid by the City. A contract will not be awarded until all investigations of the respondent's business experience, financial responsibility and character are completed. By submitting its proposal, the respondent agrees to permit and cooperate with such investigations.

8. Respondent Interview

Respondents may be required to attend one or more interviews with the City to discuss specific issues related to the proposal. The City will determine dates and times of such interviews and invited Respondents will be given notice of such at the appropriate time.

9. Respondent's Cost of Proposal Preparation

All costs incurred by respondent in preparation of respondent's submittal (including costs associated with interviews) will be borne by respondent. The City is not responsible for any costs associated with this proposal submission.

10. Ownership

All proposals submitted in response to this RFP are the property of the City and are not available for public review or debriefing by any party until after selection and award of the Agreement by the City Council. All information submitted within a proposal becomes public record and subject to the Texas Open Records Act including information marked proprietary or confidential

11. Award Subject to Approval

Any award under this RFP is subject to the approval of the City Council.

12. Pre-Proposal Conference

Prospective respondents are encouraged to attend the pre-proposal conference scheduled for October 10, 2007. Representatives of the City will be available during the meeting to answer questions.

Houston Airport System
16930 John F. Kennedy Blvd.
HR Training Room
281-233-3000

13. Disclaimer

The information contained in this RFP, attachments hereto and any addendum that may be issued is provided to assist prospective respondents in the preparation of proposals. Respondents should satisfy themselves by personal investigation or such other means as they may think is necessary as to the conditions affecting the offered Agreement. The information shown herein has been obtained from sources thought to be reliable, but the City and HAS, their respective officers, employees, agents, and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

14. City Ordinances and Policies

Copies of the City Ordinances and Policies noted in this RFP may be obtained from the City Secretary's Office, Plaza Level, City Hall Annex, Room 101, 900 Bagby, Houston, Texas 77002.

D. SCOPE AND CONDITIONS OF THE OFFERED OPPORTUNITY

The following summarizes the scope and key terms of the offered Agreement and will be incorporated into the Agreement. This summary is not intended to be a complete description

of the Agreement. In the event of a conflict between this RFP and the Agreement, the Agreement shall control.

1. Services - Generally

The selected respondent will prepare a customer service survey for the Director of the Houston Airport System's ("Director") approval. Upon such written approval, the selected respondent shall then implement the survey on a monthly basis at both IAH and HOU, and it shall report the results to the Director in the manner and form instructed by the Director.

2. Term of Agreement

The Term will commence on the effective date set forth in the Agreement and shall be for a period of one (1) year. Upon the written request of the Director of HAS, the Term of the Agreement may be extended for up to one additional one-year option. At any time during the Term, the Director reserves the right to terminate the contract upon thirty (30) days' written notice, at his sole discretion.

3. Required Services

The selected respondent shall offer at a minimum, the following Required Services: Scope of work will include monthly survey and analysis as follows:

- Design survey methodology to 1) ensure adequate sampling 2) include different questionnaires for arriving and departing passengers, 3) collect specific airline and demographic information and 4) be able to calculate scores on a concourse/airline/airport/tenant basis.
- Develop survey instrument to capture insight into the passengers "day at the airport", specifically targeting Top 5 D2020 areas: signage, cleanliness, parking, concessions, and safety at IAH and HOU.
- Conduct in-person interviews with arriving and departing passengers separated by airport, by origination, destination, and transit passengers and by terminal or concourse.
- Field, tabulate and provide benchmark results of selected competitor airports, providing direct comparison to Houston's airports.
- Benchmark HAS against competitor airports and execute an on airport survey to measure the level of customer satisfaction with airport facilities, processes, personnel and services. To that end, conduct an independent third party customer satisfaction survey of passenger ratings.
- Any additional survey scope requested by the Director.

All services offered will be subject to approval by the Houston Airport System.

4. Staffing

The selected respondent shall engage sufficient staff to be proactive in the preparation, implementation and final reporting of the customer service survey.

5. Fees for Services

In consideration of the services to be provided to the City, the selected respondent shall be paid a fee, payable in monthly installments.

Each respondent shall propose a Fee Rate on Attachment "I".

6. Minority/Women/Disadvantaged Business Enterprise (MWDBE) Participation

The City has established a Minority Women Disadvantaged Small Business Enterprise (MWDBE) program in accordance with City Ordinance.

A minimum 15% MWDBE participation goal has been established for this contract. The selected respondent is required to make good faith efforts to meet the MWDBE goal for this contract.

The selected respondent will be responsible for meeting MWDBE program requirements including reporting requirements specified by the Affirmative Action and Contract Compliance Division and the HAS Small Business Development and Contract Compliance Division. All proposed MWDBE firms must be certified in accordance with the MWDBE Ordinance prior to award of contract by the City Council.

The Mayor's Affirmative Action Division handles certification of MWDBE firms. A complete listing of certified MWDBE firms can be accessed on line at <http://houston.b2gnow.com/FrontEnd/VendorSearchPublic.asp>. Additional information can be obtained from the Mayor's Affirmative Action Division.

7. Affirmative Action Plan

The Agreement will include a provision that the selected respondent will not discriminate on the basis of race, color, national origin, gender, sexual orientation, disability or religion in the use of the Premises.

8. Drug Testing Policy

It is the policy of the City to achieve a drug-free workforce and workplace. The selected respondent shall comply with the requirements and procedures set forth in the Mayor's Drug

Abuse Detection and Deterrence Procedures for Contractors, dated March 31, 1995, a copy of which may be obtained from the City Secretary's Office, Plaza Level, City Hall Annex, Room 101, 900 Bagby, Houston, Texas 77002.

9. Americans with Disabilities Act (ADA)

The selected respondent will be responsible for meeting all requirements of the 1990 Americans with Disabilities Act (ADA). For additional information, contact the Mayor's Office, Compliance Division at 713-658-3808.

10. Personnel Background Checks

The selected respondent shall be responsible for conducting background checks for each employee/contractor working or requiring access that is beyond the security checkpoint or as may be required by the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) or the City. It is understood that the requirements of the FAA, TSA or City regarding security matters may change from time to time and the selected respondent shall comply with all such requirements. Any fines paid by the City for security violation by the selected respondent shall be reimbursed to the City.

11. Insurance

During the Term of the Agreement the selected respondent shall provide and maintain insurance in the following form and amount:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Amount set by statute
Employers' Liability	Bodily injury by accident --\$500,000 (each accident)
	Bodily injury by disease --\$500,000 (each employee)
	Bodily injury by disease --\$500,000 (policy limit)
Commercial General Liability (Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations)	\$500,000 combined single limit per occurrence; 12 aggregate policy limits of not less than \$1,000,000
Automobile Liability (For automobiles used by the Operator in the course of its performance under this Agreement, including Employers' Non-Ownership and Hired Auto Coverage)	\$500,000 combined single limit per occurrence

12. Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for an operator to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a certain period of time prior to and following the award of the Agreement by City Council. The term “contractor” includes proprietors of proprietorships, all partners of partnerships, and all officers, directors and holders of ten percent or more of the outstanding shares of corporations. A statement (Form A) disclosing the names and business addresses of each of those persons will be required to be submitted with each proposal for a City contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

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E. PROPOSAL SUBMITTAL

The proposal must include all of the following information on the provided forms with no attached conditions:

1. Cover/Transmittal Letter

Each respondent must indicate the opportunity being proposed on and a return mailing address, contact person and telephone/fax numbers as well as any pertinent facts or details of the proposal that the respondent desires to emphasize.

2. Executed Proposal Affidavit

Respondent must include an executed Proposal Affidavit in the form of Exhibit II to acknowledge that a) the respondent has received all sections and material comprising this RFP; b) the proposal is based upon all of the terms and conditions set forth in this RFP; and c) the respondent specifically agrees to provide services in the manner set forth in the proposal. Alterations, additions and/or modifications to the form of affidavit will not be accepted and will be cause for rejection of the proposal.

3. References

Respondent must list three current airports, landlord or other business contacts. These references must be the respondent's primary contacts for the operations. The services operated by the respondent at these locations must be similar to those being proposed for this offering. Respondent should use the format shown in Exhibit III for each reference.

4. Experience and Qualifications Statement

Respondent should explain the number of years and extent of respondent's experience, along with the individuals responsible for this assignment, demonstrating the qualifications relative to executing this type of assignment with special emphasis upon prior experience with the surveying of airport customers and the benchmarking of a subject airport against its competitors.

5. Management and Operations

Provide a detailed description of the proposed plan for staffing to meet the goals and requirements set forth in this RFP. Outline your plan for surveying this customer population along with sample materials and the methodology to be used in benchmarking IAH and HOU versus other airports.

6. Proposed Fees

Outline your compensation plan. State the Fee(s) by service category in the form of Exhibit I.

7. Opinion of Legal Counsel

Respondent should obtain an opinion from legal counsel stating whether or not litigation is pending or contemplated that could affect respondent's ability to undertake its proposal.

8. Fair Campaign Ordinance

Provide completed and executed Form A (Exhibit IV) indicating names and business addresses of all operators. The term "contractor" includes proprietors of proprietorships, all partners of partnerships, and all officers, directors and holders of ten percent or more of the outstanding shares of corporations.

9. Insurance Requirement Acknowledgement

Respondent should provide acknowledgement that they can provide and maintain insurance in the form and amounts required in this RFP. The selected respondent will be required to provide proof of insurance prior to a contract be presented to City Council for approval.

10. Delinquent Tax

Prior to consideration by City Council, evidence must be submitted by each owner/operator(s) demonstrating that no delinquent taxes are owed to the City of Houston. Complete form attached as Exhibit V.

11. Pay or Play

The selected respondent agrees that the City may require respondent to participate in its Pay or Play program to either: pay and contribute to a fund at least \$1.00 per employee per hour for work performed per week under the contract with the City; or play and offer health benefits to designated employees who work on a contract for the City. Health benefits consist of a plan that meets or exceeds the following standards (additional information and required signature documents Exhibit VI):

- The employer will contribute no less than \$150 per employee per month toward the total premium cost.
- The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost. The employer may not require the employee to contribute more than \$150 per month towards the total towards the total premium cost, unless the total monthly premium cost exceeds \$300.

F. EVALUATION

All proposals will be reviewed and evaluated in accordance with the Houston Airport System's Policy and Procedures.

An Evaluation Team will first determine if the received proposals meet the minimum requirements of the RFP. Those proposals meeting the minimum requirements will be further evaluated using the following weighted factors:

	<u>Factor</u>	<u>Total Possible Points</u>
1.	Proposed Fees	100
2.	Proposed Services	250
3.	Experience and Qualifications	300
4.	Management and Operations	250
5,	MWDBE Participation	pass/fail
7.	Oral presentation / local participation	<u>100</u>
	TOTAL	1000

HAS may solicit from other departments of the City, other government agencies or any other available sources, relevant information concerning the respondent's record of past performance.

EXHIBIT I

PROPOSED FEES
CUSTOMER SERVICE SURVEY

List in the spaces provided below, the Percentage Fee Rate(s) that you propose to pay the City during the Term by services and/or product category. Use additional sheets as necessary.

Proposed Percentage Fee Rate(s)

In the space below, please enter the proposed Percentage Fee Rate(s) for each service category

Service Category	Fee Rate and Basis
For preparation of survey and benchmarking reports	
For implementation of survey among airport patrons	

If awarded the contract, the proposed fee structure will be incorporated into the Agreement.

Signature: _____

Printed Name: _____

Company: _____

Address: _____

Date: _____

EXHIBIT II

PROPOSAL AFFIDAVIT
CUSTOMER SERVICE SURVEY

Proposal Affidavit

The undersigned Respondent hereby submits to the City of Houston ("City") Airport System ("HAS") the Proposal enclosed, to perform customer service surveys for IAH and HOU ("Airports") based upon all terms and conditions set forth in the City's Request for Proposal ("RFP") dated September 2007. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

Respondent intends that the City rely on the Respondent's submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal and the Professional Services Agreement ("Agreement") to be executed by the City and respondent awarded the Agreement, and Respondent understands the City will so rely.

Respondent acknowledges that the City has the right to make any further inquiry that it deems appropriate to substantiate or supplement information supplied by the Respondent.

Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the RFP and considers the project feasible.

Respondent acknowledges that adherence to certain FAA regulations and assurances will become an obligation of the Respondent if Respondent is awarded the Agreement.

Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.

Respondent acknowledges that the City reserves the right to reject any and all proposals, to withdraw the RFP, to reissue the RFP, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best level of service to the traveling public.

Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent's costs associated with any negotiations with the City. Under no circumstances, shall the City be responsible for any costs associated with Respondent's submittal or negotiations of any agreement with the City.

Respondent warrants that: 1) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the RFP process; 2) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 3) Respondent has not entered into an "exclusive" arrangement with any sub-licensee prior to award; and 4) engaged in any activities in restraint of trade in connection with this RFP.

Name of Respondent (Legal Name): _____

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _____

Business Phone Number: _____

Date: _____

County of _____

State of _____

Signed and sworn before me this ____ day of _____, 2007.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

County of _____

State of _____

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 2007.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

EXHIBIT III

REFERENCES
CUSTOMER SERVICE SURVEY

Please use the following format for each of the required references:

REFERENCE NO. _____

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

EXHIBIT IV

FAIR CAMPAIGN ORDINANCE – FORM A

[CORPORATION Continued]

LIST ALL OFFICERS OF THE CORPORATION (IF NONE, STATE "NONE")

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

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

Name _____	_____
	Address
Name _____	_____
	Address
Name _____	_____
	Address

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

Preparer

Printed Name

Title

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

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

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

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

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [**DESCRIBE**]

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

Affiant

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

(Seal)

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

Exhibit VI
Pay or Play Program Notice
City of Houston Contractors and Subcontractors



City of Houston
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

PAY OR PLAY

PROGRAM REQUIREMENTS

A. Pay or Play Program Elements

Purpose

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

Program Elements

1. Covered contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.
3. Compliance with the program means that the contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.

4. Subcontracts: The prime contractor is responsible for compliance on behalf of covered employees, including contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the bid/proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note - Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3)
3. If applicable, Contractor/Subcontractor Waiver Request (Form POP-4)

C. The contractor will comply with the following reporting requirements:

1. Contractors that opt to Play

Provide periodic reports to the contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of contract.

2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.



CITY OF HOUSTON

PAY OR PLAY PROGRAM

Acknowledgement Form

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

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

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

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address



Pay or Play Program

(1) Contractor/Subcontractor Waiver Request

If a waiver of the Pay or Play Program requirements is requested, the City of Houston contracting department shall submit this Waiver Request form to the City of Houston Affirmative Action and Contract Compliance Division along with any supporting documentation. A waiver, if granted, shall be effective for the duration of the contract. In the event of renewal or renegotiation of the contract, subsequent waivers may be requested and either granted or denied.

Department: _____ Date Submitted: _____

Contact Name: _____ Phone: _____

Contractor/Subcontractor Name: _____ Vendor No.: _____

Contract No./Description: _____

Contract/Subcontract Amount: \$ _____

This contract or subcontract is appropriate for a waiver based on the following: *(Check the appropriate box.)*

- Sole Source.** The contractor or subcontractor is the sole source of the service or material at issue.
- Emergency.** The contract or subcontract is a response to an emergency that endangers public health or safety.
- Essential.** No other qualified responsive bidders comply with the requirements of the Pay or Play Ordinance and the contract or subcontract is for a service or project that is essential to the City or public.
- Adverse Impact.** Compliance with the Pay or Play Program would cause an unreasonably adverse impact on the City's ability to obtain services or an unreasonably adverse financial impact on the City.
- Bulk Purchasing.** The services to be purchased are available under a bulk purchasing agreement with a federal, state, or local government entity.
- Intergovernmental/Interlocal Agreement/Purchasing Cooperative**

Department Signature:

Request submitted by department head or authorized representative:

Signature Print Name

City of Houston Affirmative Action and Contract Compliance Use Only

Action: [] Approved [] Disapproved

Signature: _____ Date: _____

Print Name: _____