

City of Houston



Administration &
Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF BEST VALUE BID (BVB)
SOLICITATION NO.: S33-L23823

**STRATEGIC
PURCHASING DIVISION**
**"PARTNERING TO
BETTER SERVE
HOUSTON"**

NIGP CODE: 939-84

SOLICITATION DUE DATE/TIME: December 9, 2010 at 10:30 A.M., CST

SUBMITTAL LOCATION: City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: TELEVISION PRODUCTION EQUIPMENT REPAIRS &
ROUTINE MAINTENANCE

PRE-BID CONFERENCE:	<i>Date</i>	<i>Time</i>	<i>Location</i>
	November 30, 2010	9:30 AM	SPD, 901 Bagby, Conference Rm. 2 (Lower Level), Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Bids for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Conley Jackson

Name

conley.jackson@houstontx.gov

E-Mail Address

City Purchasing Agent

11/19/10

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S33-L23823

1.0 SUBMITTAL PROCEDURE:

1.1 Sealed bids, two (2) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and five (5) additional electronic CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

City Secretary's Office
 City Hall Annex, Public Level
 900 Bagby St.
 Houston, Texas 77002

1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 10:30 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.

1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.

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

2.0 BEST VALUE BID FORMAT:

2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

2.3 The complete Bid packet shall consist of the following items:

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
*Fair Campaign Ordinance.doc
*Statement of Residency.doc
*Conflict of Interest Questionnaire.doc
*Pay or Play Program Acknowledgement Form
Contractor's Questionnaire
List of Subcontractor(s)
M/WBE Attachment A & B Forms
Expertise/Experience/Reliability Statement
Organizational Chart
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements
Five (5) Electronic CD Copies

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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* Documents/forms can be downloaded from the City's Website: http://purchasing.houstontx.gov/solicitation_forms.htm

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

3.0 PRE-BID CONFERENCE:

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Conley Jackson, telephone: (832) 393-8733, fax: (832) 393-8759, or e-mail (preferred method to): conley.jackson@houstontx.gov, no later than Thursday, December 2, 2010 at 2:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this BVB.

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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6.2 Before submitting a Bid, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the BVB.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 Best Value Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

8.0 ACCEPTANCE AND REJECTION OF BIDS:

8.1 The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City.

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the BVB. A pre-award protest of the BVB shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the Contract award.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the BVB description and the BVB or Contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
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- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a "**Trade Secret.**" The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **May 10, 2011** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.

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- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB, or to reject any or all Bids received prior to Contract award.
- 16.0 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all Bids or any part thereof.
- 17.0 The City reserves the right to request clarity of any Bid after they have been received.
- 18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. Any subcontracting not specified in the BVB will need prior written approval from the City Purchasing Agent.
- 19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S33-L237823

SCOPE OF SERVICES

1.0 GENERAL:

1.1 The HTV Division of Cable Communications and the Mayor's Office of the City of Houston, invites prospective contractors to submit a response for Television Production Equipment Repairs and Routine Maintenance. Offers are solicited for this service for the City of Houston in accordance with terms, conditions and instructions as set forth in this Best Value Bid (BVB).

1.2 Background

1.2.1 The HTV Division of Cable Communications and the Mayor's Office are responsible for effectively communicating to the public relevant information concerning Municipal and related Governmental and Community Services.

1.2.2 Preventive and Routine Maintenance of Production, Post Production, Studio and Remote Studio equipment is currently being provided by a nationally recognized vendor.

2.0 SPECIFICATIONS:

2.1 Contractor shall provide all routine maintenance and repair work required for television production equipment, to include replacement parts and all minor component parts necessary to ensure optimum performance and minimize downtime. This maintenance and repair work is critical because the equipment is heavily used for taped and live productions for the City of Houston.

2.2 It is the intent of this contract to meet the following four (4) objectives:

2.2.1 Provide routine maintenance and/or repair of the equipment listed herein, by brand name and model number.

2.2.2 Provide on-site maintenance and/or repair of the equipment listed herein, at the following locations:

2.2.2.1 3100 Main

2.2.2.2 Remote Production Vehicle

2.2.2.3 901 Bagby

2.2.2.4 900 Bagby

2.2.3 Provide service /replacement parts as needed to repair, and maintain facility equipment in functional condition. The selected contractor shall have at their disposal the required test fixtures, tools, and service manuals to maintain the equipment to factory specifications.

2.2.4 Provide pick-up and delivery of the equipment to and from the repair facility, if necessary, as requested and approved by authorized personnel of the City of Houston - HTV.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S33-L237823

2.3 Preventive Maintenance Schedule

- 2.3.1 Contractor shall provide preventive service of the "Television Production Equipment" to be performed quarterly (on the third Monday of months One, Four, Seven, and Ten of the term of the contract) on all computer-based equipment. Additionally, the Contractor will provide preventive service of all audio/video equipment (non-computer-based equipment) to be performed six (6) times per year (on the first Monday of each odd numbered month) for the duration of the contract period. These maintenance calls shall be performed during normal business hours e.g. Monday through Friday between the hours of 8:00 am and 5:00 pm as allowed by facility operational schedule. At the option of the City of Houston – HTV these scheduled dates may be rescheduled to accommodate the operational schedule of the facility. Notice of rescheduling shall be given to the contractor a minimum of one week from the scheduled maintenance.
- 2.3.2 The City shall maintain the right to limit access to areas of the facilities during the Preventative Maintenance visits due to scheduling conflicts. Equipment inaccessible during these periods will remove the obligation of the contractor to provide the preventative maintenance for that visit.
- 2.3.3 Printed revisions of scheduling updates and/or changes shall be provided at the request of authorized personnel of the City of Houston."
- 2.3.4 The Contractor shall create and maintain a database for the purpose of identifying the equipment serviced, location, dates/times, parts installed, useful life, suggested repairs or replacement and any other information deemed necessary for the purposes of the Contractor, Project Administrator, or other authorized City of Houston personnel.
- 2.3.5 The Contractor shall provide a printed report from the updated database and deliver the report by hand, email or fax immediately following a routine preventive maintenance service request of analog or computer based equipment but no later than 2-weeks from the invoice date. The Project Administrator must receive and approve the report before the invoice will be paid, at the following address:

City of Houston
3100 Main Suite 1C11
Houston, Texas 77002
Attn: Project Administrator, HTV

2.4 Equipment Repair

- 2.4.1 Equipment repair shall commence within twenty-four hours following notification by the City that a fault, failure or trouble condition has been detected. At the time of notification, City will furnish any trouble condition detected. At the time of notification, The City will furnish the name(s) and telephone number(s) of person(s) authorized to grant the Contractor immediate access to the equipment. Equipment Repair Services are defined as those performed at any times other than those specified for Preventive Maintenance. It is the intent that Equipment Repair Services be performed on-site.
- 2.4.2 The Contractor shall maintain an inventory of equipment (Loaners) suitable to produce broadcast quality audio and video of comparable and compatible nature to the existing installation. This equipment will replace the equipment removed from any of the four locations (3100 Main, Production Truck, 901 Bagby and 900 Bagby) during repair, if requested by City of Houston Personnel.
- 2.4.3 The Contractor shall only perform Equipment Repair Services when authorized by the Project Administrator and /or the Director in writing, and conditioned on the City' allocating sufficient funds to pay for the repair services, but costs associated with travel, per-diem, and spare parts shall be incorporated in the service charges.

SPECIFICATIONS / SCOPE OF WORK

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- 2.4.4 The Contractor shall also provide a local phone number, 24 hours per day, 7 days per week, on-line technical help desk. At the Department's discretion, it may also notify the Contractor of warranty situations via a normal voice telephone call or fax transmission. This option shall be valid during normal business hours 8:00am-5:00pm, Central Standard Time, Monday through Friday.
- 2.5 Contractor Staffing and Responsibilities
- 2.5.1 The Contractor shall provide and maintain a maintenance staff qualified for the repair/warranty work described herein. The Contractor shall be available to the City during preventive maintenance visits in the event any equipment is found to be in need of emergency repair the contractor shall immediately notify the Project Manager for the approval to proceed with the emergency repair. The Project Manager will then arrange for immediate field service or bench service repair. The Contractor shall be responsible for furnishing all tools and equipment necessary to properly service and maintain the equipment in Exhibit BB - Equipment List.
- 2.6 Replacement and Service Parts
- 2.6.1 The Contractor shall maintain a fully stocked inventory of extender cards, test fixtures, and unique tools as required for electronic diagnosis and those spare parts likely to be required by each type of component included in the System. Spare components, when required shall be provided in accordance with the manufacturer's specifications and shall be furnished with documentation if so required by the manufacturer's specifications. The spare components shall be priced F.O.B. Jobsite; the price shall also include provisions for suitable packing for shipment and storage.
- 2.6.1.1 The Contractor shall estimate the cost of replacement components or spare parts to maintain operation of the equipment. These estimated costs should be based on the age and condition of the current equipment.
- 2.6.1.2 The Contractor shall clearly define the cost associated with providing preventive service of analog and computer based equipment within the prescribed visit.
- 2.6.1.3 The Contractor shall maintain a fully stocked inventory of spare parts for each piece of equipment. Such inventory shall be constantly replenished as parts are used in the course of performing routine maintenance.
- 2.6.1.4 All materials used to replace damaged and missing parts shall be new and equal in quality as OEM. The Department must approve all substitutions.
- 2.6.1.5 The Contractor shall acquire additional parts as needed to repair equipment purchased during the term of the contract.
- 2.7 Client Staffing and Responsibilities
- 2.7.1 The City agrees to assign an appropriate member(s) of its staff to serve as the principal contact or project manager for this contract. The project manager will be responsible for monitoring the activities set forth in this contract, and for providing notification of the need for equipment repair and routine maintenance services, and providing unrestricted access, as allowed by facility scheduling, to the place(s) of work required by the Contractor for proper performance of this Contract. The City will make available to the Contractor, free and full access, as allowed by facility scheduling, to the equipment within the scheduled maintenance service period to provide services pursuant to this Contract. A City representative shall be present in the vicinity of the system when the system is being serviced.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S33-L237823

2.8 Frequency of Service

2.8.1 Preventive maintenance for Audio/Video (non-computer-based equipment) shall be performed a total of six (6) visits per year as detailed in paragraph 2.3.1.

2.8.2 Preventive maintenance for computer-based equipment shall be performed a total of four (4) visits per year as detailed in paragraph 2.3.1

2.9 Equipment Release and Return Authorization Form

2.9.1 A City of Houston HTV Equipment Release and Return Authorization Form shall accompany any and all equipment removed from City property. The Project Manager shall authorize and provide this form to the Contractor when equipment is removed from the premises. At that time the Contractor shall remove the equipment, access the problem, fill out the section marked "Report of Repairs" and fax or Email the form to the Project Manager. The Project Manager shall then authorize the repairs deemed necessary by signing the form in the "Repair Authorization" section, marked "Authorized Signature" and return Fax Email to the contractor. No charges for work shall be acceptable unless pre-approved by the project manager. Should discovery of additional work or materials be required after repair work has commenced a revised Report of Repairs shall be submitted for approval before commencing the additional work. A sample Equipment Release and Return Authorization Form is attached as Exhibit J.

3.0 ADDITIONS & DELETIONS:

3.1 The City, by written notice from the Director or City Purchasing Agent, at anytime during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule.

3.2 Whenever the Contractor receives a Change Order, the Contractor shall furnish all necessary labor, material, equipment, components, or appurtenances required to accomplish the work described in the Change Order. Such work shall be completed within the applicable time when prescribed, but if no applicable time for completion is prescribed; the work shall be completed within a reasonable amount of time. If the work described in any Change Order causes an unavoidable delay in any other work the Contractor is required to perform under this Contract, the Contractor shall be entitled to request a time extension for the completion of any such work. The decision of the Director or Purchasing Agent regarding a time extension shall be final.

3.3 A deliverable or service provided pursuant to a Change Order is subject to inspection, acceptance or rejection in the same manner as any portion of the work described in the Original Contract and in the Scope of Services and other documentation, and is subject to the terms and conditions of the Original Contract as if it had originally been a part thereof.

3.4 If the Director or City Purchasing Agent is uncertain as to whether the Contractor is required to perform any work items under the requirements of this Contract, the Director or Purchasing Agent may give a Change Order which describes such work, and the Contractor shall accomplish the same. Neither party shall waive its right to insist that the Change Order Charge described either is, or is not, payable, or is part of the original Scope of Services or not.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S33-L237823

4.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 4.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of television production equipment repairs during the term of this contract. 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 requiring all the quantities specified herein.

5.0 WARRANTY OF SERVICES:

- 5.1 Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

- 5.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 5.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 5.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment to the contract price.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR TELEVISION PRODUCTION EQUIPMENT REPAIR & ROUTINE MAINTENANCE SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

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GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
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- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY
- J. RELEASE & RETURN AUTHORIZATION FORM

3.0 PARTS INCORPORATED:

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

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6.0 SIGNATURES:

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

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

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II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B and "BB".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

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2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

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4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.0 WARRANTIES:

5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

5.2 With respect to any parts and goods furnished by it, Contractor warrants:

5.2.1 that all items are free of defects in title, material, and workmanship,

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- 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

- 6.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

- 7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

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

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

9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

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

10.0 ENVIRONMENTAL LAWS:

10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

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- 12.2 Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

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

3.0 METHOD OF PAYMENT:

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

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4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

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

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

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

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

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

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

6.0 CHANGES:

6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

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CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

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IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

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

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

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

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6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

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V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

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

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

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6.0 APPLICABLE LAWS:

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

7.0 NOTICES:

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

8.0 NON-WAIVER:

- 8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

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

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

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12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

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EXHIBIT "A"
DEFINITIONS

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

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

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

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

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

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

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

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

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EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

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EXHIBIT "BB"
EQUIPMENT LIST

ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
1.	1	ADC		VIDEO PATCHBAY	TRUCK
2.	4	AJA	FR2-D	FRAME, RACK MOUNT, 10 SLOT, (2) 100 WATT REDUNDANT HIGH CAPACITY POWER SUPPLIES	3100
3.	2	AJA	KI PRO	DIGITAL RECORDER	
4.	4	AJA	KONA LHE	CARD, INPUT/OUTPUT, MAC, WITH 3G/HD/SD SDI INPUT/OUTPUT	3100
5.	8	AJA	R20AD	CARD, VIDEO CONVERTER, ANALOG COMPOSITE TO DIGITAL SDI CONVERTER PURCHASED	3100
6.	4	AJA	RH10DA	CARD, AMPLIFIER, VIDEO DISTRIBUTION, SD/HD-SDI, 1X8	3100
7.	4	AJA	RH10MD	CONVERTER, DOWN HIGH DEFINITION & DUAL DISTRIBUTION AMPLIFIER CARD, HD-SID/1X4 AND COMPOSITE 1X4,	3100
8.	3	AMX	NETLINKS, ACCESS	CONTROL SYSTEMS	3100, ANNEX, CITY HALL
9.	7	AMX	AXB-PT15	PAN/TILT HEAD, POSITRACK	CITY HALL
10.	18	AMX	AXD-CP4/A	TOUCHSCREEN	CITY HALL
11.	1	AMX	AXD-MSP8	SWITCH PANEL, 8 BUTTON	CITY HALL
12.	1	AMX	AXP-PLV	POSITRACK PILOT VIDEO TOUCH PANEL	3100
13.	1	AMX	AXP-PLV	POSITRACK PILOT VIDEO TOUCH PANEL	ANNEX
14.	1	AMX	AXP-PLV	POSITRACK PILOT VIDEO TOUCH PANEL	CITY HALL
15.	1	AMX	AXP-TPI/4	TOUCH PANEL INTERFACE	3100
16.	1	AMX	NI-700	NETLINX INTEGRATED CONTROLLER	3100
17.	1	AMX	NI-700	INTEGRATED CONTROLLER	ANNEX
18.	1	AMX	NI-700	INTEGRATED CONTROLLER	CITY HALL
19.	1	AMX	NXD-CV10	TOUCH PANEL, 10", WALL MOUNT	ANNEX
20.	1	AMX	NXD-CV10	TOUCH PANEL, 10", WALL MOUNT	CITY HALL
21.	2	AMX	NXP-TPI/4	TOUCH PANEL INTERFACE	CITY HALL
22.	1	AMX	PSN6.5	POWER SUPPLY	3100
23.	3	AMX	PSN6.5	POWER SUPPLY	ANNEX
24.	2	AMX	PSN6.5	POWER SUPPLY	CITY HALL
25.	1	AMX	PSN6.5	POWER SUPPLY	CITY HALL
26.	1	AMX	TP4-RGB	INPUT CARD, TPI/4, RGB	3100
27.	2	AMX	TP4-RGB	INPUT CARD, TPI/4, RGB	CITY HALL
28.	18	AMX		TOUCHPANEL, 5", B/W [18 OFE FROM EXISTING SYSTEM]	ANNEX
29.	4	APC		UNINTERRUPTIBLE POWER SUPPLIES	3100
30.	2	APHEX	APHEX 320D	AUDIO COMPRESSOR	
31.	1	APHEX	DOMINATOR	LIMITER, AUDIO	3100
32.	8	APPLE COMPUTER	APPLE LED CINEMA DISPLAY P/N MB382LL/A	DISPLAY, LED, 24", APPLE CINEMA HD COMPUTER MONITOR	3100
33.	4	APPLE COMPUTER	FINAL CUT STUDIO P/N MB642Z/A	SOFTWARE, VIDEO EDITING, INCLUDES FINAL CUT PRO 7, MOTION 4, SOUNDTRACK PRO 3, COLOR 1.5, COMPRESSOR 3.5, DVD STUDIO PRO 4, CINEMA TOOLS 4.5, APPLE QMASTER 3.5, CONTENT DVD'S, PRINTED AND ELECTRONIC DOCUMENTATION	3100

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ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
34.	4	APPLE COMPUTER	MAC PRO, TWO QUAD-CORE INTEL XEON P/N Z0G1	VIDEO, NON-LINEAR EDITING SYSTEM, TO INCLUDE: 2TB 7200-RPM SERIAL ATA 3GB/S, DUAL-CHANNEL 4GB FIBRE CHANNEL PCI EXPRESS CARD, ONE 18X SUPERDRIVE, ATI RADEON HD 4870 512MB GDDR5, APPLE MOUSE, ACCESSORY KIT, 8GB (4X2GB), APPLE KEYBOARD WITH NUMERIC KEYPAD (ENGLISH) + USER'S GUIDE, THREE 2TB 7200-RPM SERIAL ATA 3GB/S, TWO 2.26GHZ QUAD-CORE INTEL XEON,	3100
35.	1	AUTOPATCH	P46-2416-110	MATRIX SWITCHER, 24X16, COMP VID	3100
36.	1	AUTOPATCH	P37-0808-844	MATRIX SWITCHER, 8X4, VGA AND AUDIO	ANNEX
37.	1	AUTOPATCH	P37-0808-844	MATRIX SWITCHER, 8X4, VGA AND AUDIO	CITY HALL
38.	1	AUTOPATCH	P46-2416-117	MATRIX SWITCHER, 24X16, COMP VID AND AUDIO	ANNEX
39.	1	AUTOPATCH	P46-2416-117	MATRIX SWITCHER, 24X16, COMP VID AND AUDIO	CITY HALL
40.	1	AVID	AVID EXPRESS	NON-LINEAR EDITOR [PC BASED]	3100
41.	1	AVID	AVID MEDIA COMPOSER N	NON-LINEAR EDITOR [MAC BASED]	3100
42.	1	AVIOM	AN-16/0	OUTPUT MODULE	CITY HALL
43.	1	AVIOM	AN-16/I-EB	INPUT MODULE	CITY HALL
44.	1	AZDEN	1000URX, 1000BT, 1000XT	WIRELESS MICROPHONE KIT	CH
45.	1	BOGEN		TRIPOD WITH HEAD 510, TWO HANDLES WITH ZOOM AND FOCUS CONTROLS, TRIPOD PLATE, FLOOR DOLLY.	TRUCK
46.	1	BROADCAST PIX	GRANITE 1000	MASTER CONTROL SWITCHER	
47.	1	BROADCAST PIX	GRANITE 5000	PRODUCTION SWITCHER	
48.	2	CANARE		VIDEO PATCHBAY	3100
49.	4	CANON	CANON KT20X5BKRS	LENS, ZOOM 20:1, HD	
50.	1	CHYRON	CHYRON 7A00326j01 MICRO-X SD	MICROX HIDEF CHARACTER GENERATOR	
51.	1	CHYRON		MICROX CHARACTER GENERATORS	3100
52.	1	CHYRON		MICROX HD CHARACTER GENERATORS	3100
53.	1	CHYRON		DUET LEX2 CHARACTER GENERATORS	3100
54.	3	CLEAR ONE	XAP-800	AUDIO PROCESSOR	ANNEX
55.	4	CLEAR ONE	XAP-800	AUDIO PROCESSOR	CITY HALL
56.	4	CLEARCOM		AMS-1022 AUDIO MONITORS	
57.	2	COMPIX		COMPIX CHARACTER GENERATOR	
58.	1	COMTEK	BST-25	WIRELESS IFB WITH POWER SUPPLIES.	TRUCK
59.	2	CROWN	D75	AMPLIFER	TRUCK, 3100
60.	1	CROWN	D75A	CROWN D75A	TRUCK
61.	1	DBX	166	AUDIO PROCESSOR, AGC	TRUCK
62.	1	DBX	231	AUDIO EQUALIZER, GRAPHIC	TRUCK
63.	1	DBX	266XL	AUDIO COMPRESSOR	TRUCK
64.	1	DPS	ES- V2200T	WAVEFORM MONITOR SYSTEM	3100
65.	4	ELECTROVOICE	ELX-1A	AUDIO MIXERS	
66.	2	ELECTROVOICE	SENTRY 100A	SPEAKERS, STUDIO MONITOR	
67.	1	ELO	1515L	TOUCHSCREEN	3100
68.	2	ELO	1515L	TOUCHSCREEN	CITY HALL
69.	12	EXTRON	DA 3 DUAL	DISTRIBUTION AMPLIFIER, VIDEO, DUAL, 1X3	3100, ANNEX
70.	2	EXTRON	DA 6A	AMPLIFIER, AUDIO DISTRIBUTION, DUAL CHANNEL 2 X 6	3100

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ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
71.	1	EXTRON	MAV-88	VIDEO ROUTER, AFV, 8X8	
72.	1	EXTRON	MVX 44	ROUTER, VGA, 4X4	3100
73.	6	EXTRON	SW 6A	AUDIO, SWITCHER, HIGH PERFORMANCE, STEREO, 6 X 1	3100
74.	1	EXTRON	IN1502	SCALER	CITY HALL
75.	2	EXTRON	CVEQ1 AAP	AUDIO/VIDEO BUFFER	CITY HALL
76.	2	EXTRON	MTP T 15HD A	VGA UTP TRANS,ITTER	CITY HALL
77.	1	EXTRON	DA-6AV-EQ	DISTRIBUTION AMPLIFIER, 1X6	ANNEX
78.	2	EXTRON	DA-6AV-EQ	DISTRIBUTION AMPLIFIER, 1X6	CITY HALL
79.	8	EXTRON	MDA 3V DUAL	DISTRIBUTION AMPLIFIER, DUAL, 1X3	3100
80.	4	EXTRON	MDA 3V DUAL	DISTRIBUTION AMPLIFIER, DUAL, 1X3	ANNEX
81.	5	EXTRON	MDA 3V DUAL	DISTRIBUTION AMPLIFIER, DUAL, 1X3	CITY HALL
82.	2	EXTRON	MTP R 15HD A	RECEIVER, UTP, VGA	ANNEX
83.	1	EXTRON	MTP R 15HD A	TRANSMITTER, UTP, VGA	CITY HALL
84.	2	EXTRON	MTP R 15HD A	RECEIVER, UTP, VGA	CITY HALL
85.	2	EXTRON	MTP T 15HD A	TRANSMITTER, UTP, VGA	ANNEX
86.	1	EXTRON	MTP T 15HD A	TRANSMITTER, UTP, VGA	CITY HALL
87.	3	EXTRON	P/2 DA6XI	DISTRIBUTION AMPLIFIER	ANNEX
88.	3	EXTRON	P/2 DA6XI	DISTRIBUTION AMPLIFIER	CITY HALL
89.	3	FOCUS ENHANCEMENTS		PROJECTORS	3100
90.	6	FOR-A		DIGITAL TIME BASE CORRECTORS	
91.	7	FUJINON	S20X6.4MD	LENS FOR 1/2" DSP 3 CCD CAMERA [8 TOTAL, 6 EXISTING OFE]	CITY HALL
92.	3	GRASS VALLEY	200	POWER SUPPLY	TRUCK
93.	24	GRASS VALLEY	8500 SERIES	VIDEO DISTRIBUTION AMPLIFIERS	TRUCK
94.	1	GRASS VALLEY	MODEL 200	MAIN FRAME WITH ONE POWER SUPPLY.	TRUCK
95.	1	GRASS VALLEY	MODEL 200	SWITCHER CONTROL HEAD	TRUCK
96.	1	GRASS VALLEY	SCB-200N	SYNC COLOR GENERATOR	TRUCK
97.	1	GRASS VALLEY		GVG 200-1 PRODUCTION SWITCHER	3100
98.	7	HITACHI	HV-C20U-S4	VIDEO CAMERAS	CITY HALL
99.	3	HITACHI	Z-2010A	COLOR VIDEO CAMERAS [W/CCU]	3100,TRUCK
100.	1	HOTRONICS	AX-SL	HOTRONICS SWITCHER [W AFV]	3100
101.	1	IFS	VAR71630-R3	DEMULTIPLEXER - 16 CH, VIDEO/AUDIO	3100
102.	1	IFS	VAR71630-R3	DEMULTIPLEXER - 16 CH, VIDEO/AUDIO	CITY HALL
103.	1	IFS	VAT71630-R3	MULTIPLEXER - 16 CH VIDEO/AUDIO	ANNEX
104.	1	IFS	VAT71630-R3	MULTIPLEXER - 16 CH VIDEO/AUDIO	CITY HALL
105.	4	INLET TECHNOLOGIES	VC1-SD	ENCODER, STREAMING VIDEO	3100
106.	5	JVC	BRHD50	RECORDER/PLAYER, DV, PRO HD	3100
107.	6	JVC	BR-HD50-U	RECORDER, HIGH DEFINITION-SDI DV	3100
108.	4	JVC	DT-V17G1Z	MONITOR, STUDIO, 17", 3G HDS/SDI 1366 X 768 TO INCLUDE: 3G/DUAL LINK SUPPORT, SMPTE 424M/425M/372M, 1080/60P, 900:1 CONTRAST RATIO, 350CD/M SQUARED, BUILT-IN WAVEFORM & VECTORSCOPE, WIDE 178 DEGREE VIEWING ANGLE, 12-CHANNEL AUDIO LEVEL METER, HD/SD-SDI, DVI-D, COMPONENT, COMPOSITE	3100

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ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
109	4	JVC	GY-HD250CHUAB	PROHD CAMCORDER (LESS LENS) W/AB-DIONIC-PKG INCLUDES: GY-HD250CHU PROHD CAMCORDER (LESS LENS), AB-DIONIC-PKG (ANTON BAUER TANDEM 70 CHARGER /POWER SUPPLY, ANTON BAUER DIONIC90 BATTERY)	3100
110	4	JVC	JVC DRHD100GB100	RECORDER, DIGITAL DISK, 100GB	3100
111	4	JVC	JVC JVC-11000CAM4	EXTENDED WARRENTY, 4YR	3100
112	1	JVC	KYD-29	STUDIO CAMERA WITH FUJI LENS A8.5X5.5BRM-28, STUDIO VIEWFINDER VF-P400U	TRUCK
113	1	JVC	KYD-29	STUDIO CAMERA W/ CANON LENS YJ17X9.5B4 SONY DXF-40A STUDIO VIEWFINDER	TRUCK
114	1	JVC	KYD-29	STUDIO CAMERA WITH FUJI A14X8.5BEVM-28 LENS,STUDIO VIEWFINDER VF-P400U	TRUCK
115	1	JVC	KYD-29	STUDIO CAMERA W/ FUJI LENS A18X9B12U, SONY DXF-40A VIEW FINDER	TRUCK
116	1	JVC	RM-P200	REMOTE CONTROL UNIT	3100
117	4	JVC	RM-P200	REMOTE CONTROL UNIT	TRUCK
118	2	JVC		COLOR TELEVISION MONITORS	3100
119	2	JVC		SRT5U VHS RECORDER	3100
120	4	JVC	GY-HD250STL16	CAMCORDER, PACKAGE, INCLUDES CAMERA BODY, LENS, JVC VIEWFINDER, MIC HOLDER, MICROPHONE, STUDIO SLED, STUDIO VIEWFINDER, FOCUS CONTROL, CAMERA CONTROL UNIT W/REMOTE CONTROL	3100
121	1	KNOX	RS-1616	ROUTER, VIDEO, AFV, 16X16	3100
122	5	KRAMER	KRAMER VS-24XL	SWITCHER, 2X1, COMPOSITE/AUDIO HIGH BANDWIDTH - 620MHZ (-3DB). CONTROL - AUTOMATIC, FRONT PANEL OR CONTACT CLOSURE. AUTOMATIC STANDBY SWITCHING (ON/OFF) - WHEN ENABLED, DURING ANY INTERRUPTION OF THE INPUT 1 SIGNAL (DEFAULT)	3100
123	1	KRAMER	KRAMER VS-848	8X8 COMPOSITE VIDEO/BALANCED AUDIO MATRIX HIGH BANDWIDTH - 200MHZ (-3DB) FULLY LOADED. CONTROL - FRONT PANEL, RS-232 (K-ROUTER™ WINDOWS® - BASED SOFTWARE IS INCLUDED), & RS-485. TAKE BUTTON - EXECUTE MULTIPLE SWITCHE	3100
124	2	KRAMER	VA-100P	POWER SUPPLY	ANNEX
125	2	LECTROSONICS		190 SERIES WIRELESS MICROPHONE SYSTEMS	
126	2	LEITCH	DPS-235	TIME BASE CORRECTOR	
127	6	LEITCH		TIME BASE CORRECTORS	
128	1	LEXICON	MXP-100	AUDIO PROCESSOR, DUAL CHANNEL	TRUCK
129	1	LINK ELECTRONICS	DE 241 DR	DECODER, CLOSED CAPTIONING	3100
130	1	LINK ELECTRONICS	HDE 3000	ENCODER, CLOSED CAPTIONING, HIDEF	3100
131	1	LINK ELECTRONICS	RDB 885	ENCODER, CLOSED CAPTIONING	CITY HALL
132	1	LINKSYS	SD28	DATA SWIRTCH, 8 PORT	CITY HALL
133	1	LINKSYS	SD216	DATA SWIRTCH, 16 PORT	ANNEX
134	1	MACINTOSH	G4	EDIT SYSTEM, FINAL CUT PRO G4, WITH SONY DV HARDWARE CODEC	TRUCK
135	1	MACKIE	24.8	AUDIO MIXER, 28X8, WITH POWER SUPPLY	TRUCK
136	2	MACKIE	CR-1604	CR-1604 AUDIO MIXER	
137	7	MAGNAVOX	BMWY-Y276	MONITORS LCD, 7"	TRUCK
138	3	MAGNAVOX		MONITOR, LCD, 27"	TRUCK

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ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
139	1	MARANTZ	CDR-531	RECORDER, CD	3100
140	2	MARSHALL	MARSHALL V-R44P	VIDEO MONITOR, QUAD	TRUCK
141	5	MARSHALL	VR-82D-2C	MONITORS, LCD, DUAL, 8"	3100
142	1	MATROX	CONVERT DVI	CONVERTER, SCAN, MATROX SD/HD SDI, WITH GENLOCK	3100
143	4	M-AUDIO	BX5ADELUXE	SPEAKERS, PAIR, TWO-WAY STUDIO REFERENCE MONITORS	3100
144	1	MICROBOARDS		DVD DUPLICATOR, 1X4	3100
145	2	MICROBOARDS		DVD DUPLICATOR, 1X10	3100
146	4	NEWTEK SPEEDEDIT-XE	NEWTEK SPEEDEDIT-XE	WORKSTATION, EDIT, SD/HD	3100
147	1	PANASONIC	TH 42PHD6UY	PLASMA DISPLAY, 42"	3100
148	1	PANASONIC	WJ-225R	VIDEO SWITCHER	TRUCK
149	3	PANASONIC	TH-42PHD8UK	MONITORS, PLASMA, 42"	CITY HALL
150	2	PANASONIC	TH-42PHD8UK	MONITORS, PLASMA, 42"	
151	2	PANASONIC	TH-50PHD8UK	MONITORS, PLASMA, 50"	CITY HALL
152	1	PANASONIC		AG-MX70 SWITCHER	3100
153	4	PANASONIC		BT -S SERIES COLOR MONITORS	3100
154	1	PANASONIC		AJ-D700 DVC PRO CAMERA	3100
155	1	PANASONIC		AJ-D2S0 DVC PRO RECORDER	3100
156	2	PANASONIC		DMR-T3030 DVD RAM RECORDER	3100, ANNEX
157	1	PANASONIC	PV-D475K	DECK, DVD/VCR	ANNEX
158	1	PANASONIC	PV-D475K	DECK, DVD/VCR	CITY HALL
159	1	PRINCETON SERVER GROUP	B1400	VIDEO SERVER, PLAYOUT	3100
160	1	PRINCETON SERVER GROUP	CR500W	ENCODER, VIDEO INGEST	3100
161	1	PRINCETON SERVER GROUP	T4000	ENCODER, VIDEO INGEST	3100
162	1	QSI		908TMP LOGO INSERTER	3100
163	1	RADIOCOM	BTR-300	WIRELESS INTERCOM WITH RECEIVER	TRUCK
164	1	RANE	PE-15	PARAMETRIC EQUALIZER	TRUCK
165	1	RDL	RU-DA4D	DISTRIBUTION AMPLIFIER, AUDIO	TRUCK
166	1	RTS	4010	IFB CONTROL SYSTEM W/4001 CONTROL PANEL	3100
167	2	RTS	MCE-325	INTERCOM MASTER STATION	3100
168	1	RTS	PS-31	INTERCOM POWER SUPPLY	TRUCK
169	3	RTS	RMS-300	INTERCOM MASTER STATION	3100
170	2	RTS	RMS-300	INTERCOM MASTER STATION	TRUCK
171	1	SACHTLER	ENG2 CF HD 5386	TRIPOD WITH DV2 VIDEO HEAD 18P, TWO HANDLES WITH ZOOM AND FOCUS CONTROLS, TRIPOD PLATE, FLOOR DOLLY.	TRUCK
172	1	SACHTLER	ENG2 CF HD 5390	TRIPOD WITH VIDEO HEAD 18P, TWO HANDLES WITH ZOOM AND FOCUS CONTROLS, TRIPOD PLATE, FLOOR DOLLY.	TRUCK
173	1	SACHTLER	ENG2 CF HD 5390	TRIPOD WITH VIDEO HEAD 18P, TWO HANDLES WITH ZOOM AND FOCUS CONTROLS, TRIPOD PLATE, FLOOR DOLLY.	TRUCK

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ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
174	4	SENNHEISER	SENNHEISER EW 100-ENG G2	ENG WIRELESS MICROPHONE SYSTEM 1 EK 100 G2 PORTABLE RECEIVER, 1 SK 100 G2 BODYPACK TRANSMITTER, 1 ME 2 CLIP-ON MICROPHONE (OMNIDIRECTIONAL PICK-UP PATTERN), 1 SKP 100 G2 PLUG-ON TRANSMITTER, 1 CL 1 JACK CABLE, 1 CL 100 XLR CABLE, 1	3100
175	6	SENNHEISER	SK500	TRANSMITTERS WITH POWER SUPPLY	TRUCK
176	4	SENNHEISER	SK500 SYSTEMS	WIRELESS MICROPHONE, W/ FIELD RECEIVER, BELTPAC/LAV TRANSMITTER, "BRICK" TRANSMITTER	3100
177	1	SENNHEISER	SKP-100 G2		TRUCK
178	11	SENNHEISER	W500	DIVERSITY RECEIVER	TRUCK
179	6	SENNHEISER	SKSOO, SKPSOO, EKSOO, ME2, CLS00	WIRELESS MICROPHONE KIT	TRUCK
180	1	SHURE	DFR-22	AUDIO PROCESSOR	ANNEX
181	1	SHURE	DFR-22	AUDIO PROCESSOR	CITY HALL
182	2	SHURE	SM-89	SHOTGUN MICROPHONE	CITY HALL
183	19	SHURE	MX-412SC	MICROPHONE, GOOSENECK [19 EXISTING OFE]	CITY HALL
184	3	SIGMA		AUDIO/VIDEO DISTRIBUTIONS AMPLIFIERS	
185	1	SIGMA		SYNC GENERATORS	
186	2	SIGMA		12 X 1 VIDEO SWITCHER W/AUDIO FOLLOW	
187	1	SONY	BWV-75	BETACAM SP RECORDER	TRUCK
188	1	SONY	CDP-DE375	CD DECK	3100
189	1	SONY	DSR-80	DV DIGITAL VIDEO CASSETTE	TRUCK
190	8	SONY	HVR1500A	RECORDER, HIGH DEFINITION-SDI DV	3100
191	1	SONY	PDR-SP385	DVD RECORDER	3100
192	4	SONY	PVM-1342Q	MONITOR, COLOR, 13"	3100
193	4	SONY	PVM-411	MONITOR, B&W, QUAD, 4"	3100, ANNEX
194	11	SONY	PVM-8040	MONITOR, COLOR, 9"	3100
195	6	SONY	PVM-9L1	MONITOR, COLOR, 9"	3100, ANNEX, CITY HALL
196	1	SONY	PVW-2650	BETACAM SP RECORDER	3100
197	1	SONY	PVW-2800	BETACAM SP RECORDER	3100
198	6	SONY	UVW- 1600	UVW SERIES BETACAM VTRS	3100
199	4	SONY	UVW-100B	CAMCORDERS	3100
200	4	SONY	UVW-1800	PVW SERIES BETACAM VTRS	3100
201	2	SONY		PVM SERIES 13-INCH COLOR MONITORS	3100
202	2	SONY		PVM SERIES BLACK AND WHITE MONITORS	3100
203	1	SONY		VO SERIES 3/4 INCH VTRS	3100
204	2	SONY		DFS-500 DME SWITCHER	3100
205	1	SONY		DFS-700A DME SWITCHER	3100
206	3	SONY		PVE-500 EDIT CONTROLLERS	3100
207	3	SONY		9-INCH COLOR MONITORS	3100, ANNEX, CITY HALL
208	7	SONY	TN-950	CAMERA, 3CCD	CITY HALL
209	7	SONY	DXC-990	VIDEO CAMERA, 1/2" DSP 3 CCD [8 TOTAL, 6 EXISTING OFE]	CITY HALL

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823**

ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
210	1	SOUNDCRAFT		RW-S141 AUDIO MIXER	3100
211	1	SOUNDCRAFT		SPIRIT 324, 32 CHANNEL DIGITAL MIXER	3100
212	1	TASCAM	CD-401MKII	CD DECK	TRUCK
213	1	TEKTRONIX	528	WAVEFORM MONITOR	TRUCK
214	1	TEKTRONIX	1740	VECTORSCOPE	TRUCK
215	1	TELEVUE	T4000	INGEST STATION	
216	6	TELEX	BP-323	INTERCOM STATION, BELTPACK	3100
217	1	TELEX	BP-323	INTERCOM STATION, BELTPACK	TRUCK
218	10	TELEX	HR-1	HEADPHONES, INTERCOM	3100
219	4	TELEX	HR-1	HEADPHONES, INTERCOM	TRUCK
220	1	TELEX	PS-15	POWER SUPPLY	CITY HALL
221	1	TELEX	BP-319	BELTPAC	ANNEX
222	2	TELEX	BP-319	BELTPAC	CITY HALL
223	1	TELOS	LINK	TELEPHONE INTERFACE	3100
224	1	TELOS	LINK	TELEPHONE INTERFACE	ANNEX
225	1	TELOS	LINK	TELEPHONE INTERFACE	CITY HALL
226	1	TELVUE	B3400	SERVER, PLAYOUT	
227	1	TELVUE	S3000	SERVER, ARCHIVE	
228	1	TVONE	CS-600A	SCAN CONVERTER	ANNEX
229	1	TVONE	CS-600A	SCAN CONVERTER	CITY HALL
230	2	VBRICK	9110-6200	MPEG 2 VIDEO CODEC	
231	2	VBRICK	VBEXPRESS	PORTABLE VIDEO TRANSMISSION SYSTEM W/WIRELESS ROUTER	
232	3	VIDEOTEK	APM-SRS	AUDIO MONITORS	3100
233		VIDEOTEK	TVM-620	WAVEFORM MONITORS	3100, ANNEX, CITY HALL
234		VIDEOTEK	TVM-621	WAVEFORM MONITORS	3100, ANNEX, CITY HALL
235	3	VIDEOTEK	VIS-1201 SXL	VIDEO ROUTERS	3100
236	1	VIDEOTEK	VSG-204D	GENERATOR, SYNCHRONOUS WITH BLACK BURST, MULTIFORMAT WAVEFORM MONITOR/VECTORSCOPE IS AN EASY-TO-OPERATE TOOL FOR MONITORING TRILEVEL	3100
237	2	VIDEOTEK		ORNNIFRAME SERIES DISTRIBUTION AMPLIFIERS	3100
238	1	VIDEOTEK	VSG-201	BLACK BURST GENERATOR	CITY HALL
239	1	VIDEOTEK	VSG-21	BLACK BURST GENERATOR	ANNEX
240	2	VIDEOTEK	VTM4100PKG	MONITOR, WAVEFORM/VECTORSCOPE HD-SDI, USER CONFIGURABLE, FIELD UPGRADEABLE, MULTI- FORMAT TEST AND MEASUREMENT CONSOLE	3100
241	8	VIEWSONIC	VX1962WM MONITOR	MONITOR, VIEWSONIC 19" LDC, VGA	3100
242	8	VIEWSONIC VG2230WM	VIEWSONIC VG2230WM	DISPLAY, LCD, 22" , 16:10 RATIO TYPE - 22" COLOR TFT ACTIVE MATRIX SXGA+ LCD CONTRAST RATIO - 700:1 (TYP) VIEWING ANGLES - 170° HORIZONTAL, 160° VERTICAL @ CONTRAST RATIO > 10:1 BRIGHTNESS - 280 CD/M2	3100
243	4	VINTEN	VINTEN V6-AP2	TRIPOD SYSTEM W/ 3449-3 VISION 6HEAD, 3774-3 TWO-STAGE POZILOC TRIPOD, 3313-3 SPREADER, AND CARRY CASE	3100
244	3	VINTEN		VISION 10 CAMERA HEADS/TRIPODS	3100

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823**

ITEM	QUANTITY	MANUFACTURER	MODEL	DESCRIPTION	LOCATION
245	3	VINTEN		PRO- PED CAMERA PEDESTALS	3100
246	3	VINTEN		VISIONS 22 CAMERA HEADS	3100
247	3	VINTEN		VIN8 CP1	3100
248	1	WOHLER	VM-2A	AUDIO MONITOR	ANNEX
249	1	WOHLER	VM-2A	AUDIO MONITOR	CITY HALL
250	2	YAMAHA	NS-DA4D	SPEAKERS, STUDIO MONITOR	TRUCK
251	2	YAMAHA	NS-DA4D	SPEAKERS, STUDIO MONITOR	TRUCK
252	2			PATCHBAY, AUDIO	3100, TRUCK

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "I"
PAY OR PLAY PROGRAM

(Will Be Inserted In Original Contract)

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

EXHIBIT "J"

No.

Please Show
Return/Release
Number on all
Correspondance

THE CITY OF HOUSTON - HTV
EQUIPMENT RELEASE AND
RETURN AUTHORIZATION
FORM

Released By _____ **Date** _____

Item _____ **Make and Model #** _____

Location From _____ **Serial #** _____

Reason for outside repair

Released to _____ **Date** _____

Company Name _____ **Phone** _____

Municipal Channel Authorized Signature _____

Report of Repairs

Problem Observed _____

Action Taken:

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S33-L23823

Parts Required:

QTY	U/M	Description	Cost
1		LABOR	
Total Cost:			

Total Hours _____

=====

Repair Authorization:

Return Un-Repaired _____ **Date** _____

Authorized to Proceed _____ **Date** _____

=====

Return Authorization:

Authorized Signature _____ **Date** _____

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT
SOLICITATION NO.: S33-L23823

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 1.2 Provide an organizational chart of proposed team or staff for this project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses.

2.0 FINANCIAL STATEMENTS:

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

3.0 SITE INSPECTION:

- 3.1 The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

4.0 QUALITY AND WORKMANSHIP:

- 4.1 The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S33-L23823

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Expertise / Experience / Qualifications	-	50%
2.1.2	Cost	-	30%
2.1.3	Financial Strength of Offeror	-	15%
2.1.4	M/WBE Participation	-	5%

EXHIBIT I – CONTRACTOR’S QUESTIONNAIRE
SOLICITATION NO.: S33-L23823

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for the required Services that is similar in size and scope to this BVB requirements. Bidder must have references documenting that it has performed the required BVB services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder’s capability and experience shall be evaluated and a factor in determining the Contractor’s responsibility.**

LIST OF PREVIOUS CUSTOMERS

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

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

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

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S33-L23823**

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S33-L23823

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S33-L23823

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Affirmative Action Division. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)