



# CITY OF HOUSTON INVITATION TO BID

Issued: April 8, 2011

## **BID OPENING**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 a.m., Thursday, May 5, 2011** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**PORTABLE FIRE EXTINGUISHER AND FIRE HOSE INSPECTION, MAINTENANCE  
AND HYDROSTATIC TESTING SERVICES FOR VARIOUS DEPARTMENTS  
BID INVITATION NO.: S37-L23834  
NIGP CODE: 340-28; 936-34**

## **BUYER**

Questions regarding this solicitation document should be addressed to **Joyce Hays** at **832-393-8723**, or e-mail to [joyce.hays@houstontx.gov](mailto:joyce.hays@houstontx.gov).

## **ELECTRONIC BIDDING**

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the "**PLACE BID**" page.

## **PRE-BID CONFERENCE**

A Pre-Bid Conference will be held for all Prospective Bidders at 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-1 at **9:00 AM on Friday, April 15, 2011**.

**All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.**

**Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. ~~By registering and downloading this solicitation document, all updates to this~~ solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby (Concourse Level), Houston, Texas 77002.**

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

### **\*CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS

**\*NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

**\*NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

## SECTION A



**PORTABLE FIRE EXTINGUISHER AND FIRE HOSE INSPECTION, MAINTENANCE  
AND HYDROSTATIC TESTING SERVICES FOR VARIOUS DEPARTMENTS  
BID INVITATION NO.: S37-L23834  
NIGP CODE: 340-28; 936-34**

To The Honorable Mayor  
and Members of the City Council  
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for PORTABLE FIRE EXTINGUISHER AND FIRE HOSE INSPECTION AND HYDROSTATIC TESTING SERVICES for a three-year period with two (2) one-year option periods to extend for VARIOUS DEPARTMENTS**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> 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 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing.

~~The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.~~

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

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 in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **PORTABLE FIRE EXTINGUISHER AND FIRE HOSE INSPECTION AND HYDROSTATIC TESTING SERVICES FOR VARIOUS DEPARTMENTS** for the City in accordance with attached specifications.

**Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>**

**Additional Required Forms to be included with this Bid:**

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
M/WBE.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire

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:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
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

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-520, Houston, TX 77002, Attn: Joyce Hays or via fax: 832-393-8759 or by e-mail (preferred method) to [joyce.hays@houstontx.gov](mailto:joyce.hays@houstontx.gov) no later than **12:00 PM, Wednesday, April 20, 2011.**

**CONTRACTOR'S QUESTIONNAIRE**

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 **Portable Fire Extinguisher And Fire Hose Inspection And Hydrostatic Testing Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed "Portable Fire Extinguisher And Fire Hose Inspection And Hydrostatic Testing Services."** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the Bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
  
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_

**SITE INSPECTION**

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.

**QUALITY AND WORKMANSHIP**

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.

**SECTION B**  
**SCOPE OF WORK/SPECIFICATIONS**

**1.0 Scope of Services**

- 1.1 The Contractor shall furnish all labor, tools, parts (when mutually agreed), facilities, superintendence and transportation necessary to provide inspection, maintenance, recharging, hydrostatic testing and painting (as necessary/requested) for fire extinguishers, hoses and suppression systems. Primarily, the Contractor shall be required to perform inspection, maintenance, recharging and hydrostatic testing (where necessary) on portable fire extinguisher systems and hoses identified in the Official Bid Form for various City Departments. Performance for any services described herein shall be initiated upon receipt by the Contractor of an authorized Work Order or Letter of Authorization issued on behalf of the ordering department.
- 1.2 Workmanship, reliability, responding to requests in a timely manner and safety are of paramount importance in the operation of these facilities and shall be key areas of concentration by the Contractor. Anything falling short of these objectives falls short of the requirements of the Contract.

**2.0 Basic Services**

- 2.1 The Contractor shall schedule the annual inspection of portable fire extinguishers, hoses and other fire suppression equipment with the Superintendant or department designees. All work will be completed to the City's satisfaction. Inspections, maintenance, recharging and hydrostatic testing shall be carried out in accordance with the minimum requirements established in National Fire Protection Association (NFPA) 10 - Standards for Portable Fire Extinguishers (latest edition) and in strict conformance with the manufacturers' recommendations. Inspection and maintenance of fire hoses shall be performed in strict accordance with current NFPA 1962 "Standard for the Inspection, Care, and use of Fire Hose, Couplings, Nozzles, and the Service Testing of Fire Hose" (latest edition), and in strict conformance with the manufacturers' recommendations.
- 2.2 **NOTE:** The Houston Airport System (HAS) will require inspection of fire extinguishers only. Any fire extinguisher that requires repair, refilling, or painting will be removed and replaced by inventory stock. Contractor will notify the site supervisor of the rejected extinguisher in writing. The replacement unit will be inspected by the Contractor, if needed, and then replaced by HAS inspectors. Fire hose reel boxes or fire hoses will not be inspected by the Contractor.

**3.0 Inspection, Maintenance, Recharging and Hydrostatic Testing**

- 3.1 The Contractor shall perform annual, or, in the intervals required by NFPA and original equipment manufacturers' (OEM) recommendation, inspection, maintenance, recharging and hydrostatic testing (as required) of the extinguishers and hoses described in the Official Bid Form and subsequently in the Exhibit B of the contract, no exceptions.

**3.1.1 CORRECTIVE ACTION**

The Contractor shall take corrective action on discrepancies noted during the inspections only after receiving written authorization from the ordering department. However, corrective or maintenance actions costing less than \$25.00 need not be approved prior to performing the work. Corrective actions taken must follow the procedures of current NFPA standards for that particular piece of fire equipment and in strict accordance with OEM recommendations.

- 3.2 "Phase-In" Services: It shall be incumbent upon the Contractor to coordinate, with the Facility

Superintendent, the "phase-in" services at the start of this Contract. Within the first 30 days after receipt of the Notice to Proceed from the City Purchasing Agent or designee, the Contractor shall submit to the Facility Superintendent, in writing, the following:

3.2.1 Performance schedules that define, implement and communicate in detail, how the Contractor shall begin performing its duties. Schedules shall include a detailed description of the services to be provided, a proposed staffing level and a detailed list of all equipment and supplies to be used on-site in providing these services, for the review and approval of the Facility Superintendents.

3.2.2 Plans for contract administration and communication between the Contractor and the Facility Superintendent.

3.2.3 Procedures for quality control that the Contractor shall implement to ensure that it meets the requirements of these specifications. These procedures are subject to the Facility approval.

### 3.3 CONTACTS AFTER NORMAL HOURS

At the Pre-Performance Conference, the Contractor shall provide a list of telephone numbers that can be used to contact the Contractor directly. The telephone numbers shall be given to the Director or his designee.

### 3.4 NON-SUBMISSION OF SCHEDULES, REPORTS, PROGRAMS OR RECORDS

3.4.1 Schedules, reports, programs, and records required in the specifications are essential in documenting Contractor performance and establishing an audit trail. If the department cannot document performance and performance level specified herein, invoices cannot be certified for payment.

3.4.2 If the Contractor fails to submit any of the schedules, reports, programs, or records required in the specifications by the required submission date or the date stated in an extension granted by the Division Manager(s), the City shall have the right to terminate the contract for default.

### 3.5 REMEDIES FOR DEFICIENT PERFORMANCE - PENALTIES

If the department determines that the Contractor is significantly behind in its performance, based upon the Contractor's own performance schedule, the contract may be terminated due to failure to make progress. A termination due to failure to make progress may occur when the Contractor fails to progress satisfactorily toward the completion of performance, even though the date for completing performance has not yet arrived. The termination will be upheld if the Contractor's performance has not progressed in such a way to permit meeting of the final performance date.

3.6 Contractor shall replace, at no cost to the City, any fire extinguisher(s) removed from service for maintenance or recharge with a loaner fire extinguisher(s) of the same or similar size and type suitable for the type of hazard being protected and of at least equal rating. Additionally, Contractor shall supply the MSDS sheet(s) for any such loaner fire extinguisher(s).

### 3.7 INSPECTION AND MAINTENANCE TECHNICIANS

The Contractor's inspection and maintenance technicians must be certified by the Texas Commission on Fire Protection, no exceptions. Certification documentation for the technicians need not be submitted with the bid but shall be required prior to award.

### 3.8 REPLACEMENT PARTS

The Contractor shall supply all OEM parts when required for all maintenance/repair work, no exceptions.

3.9 ADDITIONAL PERSONNEL

The Contractor will provide additional personnel for the work under this Contract, as necessary and/or propose alternatives to initial staffing levels for consideration by the City. The merits of any and all alternatives proposed by Contractor shall be judged on the basis of how the alternative shall impact the operations at each respective department facilities. Any additional personnel shall be at the expense of the contractor.

3.10 PAINTING

The Contractor shall agree to apply painting materials according to the manufacturer's recommended procedures and to apply materials that shall provide, at minimum, equal longevity compared to the original paint and procedures.

3.11 PARTS/MATERIAL INVOICES

The Contractor's paid invoices(s) to parts/material supplier(s) for parts/material used on each repair job must accompany its invoice to the City.

3.12 REMOVAL OF EQUIPMENT

All fire equipment removed from City property shall be accompanied by a City of Houston Return Authorization Form 7530-0559951-00, or any successor form used for that purpose. The Return Authorization Form shall be provided by the Department. The form shall reflect the Contract and Work Order numbers.

3.13 STANDARD SERVICE RESPONSE

3.13.1 Inspection, maintenance, recharging and hydrostatic testing services shall be provided within normal working hours, 7 a.m. to 4:30 p.m., Monday through Friday with the exception of holidays.

~~3.13.2 Standard service response time shall be within 48 hours which shall be construed as~~  
(2) City normal working days.

3.13.3 In the event of an emergency situation, the Contractor shall respond within twenty-four (24) hours including holidays and weekends. Twenty-four (24) hours shall be construed as one (1) calendar day, not three (3) workdays.

3.13.4 A list of Contractor's emergency/night numbers shall be supplied to the ordering departments. Contractor must call contact person in advance to schedule inspection services. Service request form shall be faxed or e-mailed to contractor.

3.13.5 With the exception of an emergency situation, no field servicing (recharging, testing, etc.) shall be allowed.

3.13.6 All maintenance/repair quotes shall be completed within 3 working days of request. Standard service response time shall be within 24 hours as requested. Inspection, maintenance and hydrostatic testing services shall be completed in a timely manner

not to exceed 10 days of notice.

### 3.13.6.1 LABOR HOURS/TIME DESIGNATIONS

The time designations shall be as follows:

**REGULAR TIME (Standard Rates)** - Monday through Friday from 7:00 a.m. to 4:30 p.m.

**OVERTIME** - Monday through Saturday from 4:31 p.m. to 6:59 a.m., and Saturday through Monday from 7:00 a.m. to 7:00 a.m.

**EMERGENCY** – Any time (24 hours/per day, 7 days/ week); Respond within 2 hours or less.

**HOLIDAY** - On a City-observed Holiday from 12:00 a.m. to 11:59 p.m.

### 3.14 LIQUIDATED DAMAGES

3.14.1 Under any circumstances, if the contractor was not able to meet the required specification in the Standard Service Response time, the City reserves the right to obtain services from an outside contractor. The Contractor shall be responsible for the price difference under EXHIBIT "H." FEES AND COSTS plus an administrative fee (maximum \$100). The liquidated damages will be deducted from the Contractor's total dollar invoice for payment from the City.

### 3.15 EMERGENCY RESPONSE

3.15.1 If an emergency should place a City department in an unsafe or critical condition, the Contractor shall supply, at no cost to the City, loaner extinguishers of similar type and rating as was in place until that department's extinguisher(s) is repaired and returned to the department in operational condition. Any unit removed for servicing must be returned to the department within two (2) working days.

### 3.16 SERVICE REPORT

3.16.1 A complete and accurate service report describing all services, work detail and parts replaced must be furnished to the ordering department upon completion of work and must accompany each invoice at no cost to the City. Failure to supply such report shall be cause for return of the invoice(s) to the Contractor for completion. The service report must match the invoice in terms of work performed and the cost must match the price(s) in the contract Fee Schedule, Exhibit H, for the services performed. A report shall be submitted within the first 30 days for approval by the City.

3.16.2 Each service report must contain, at a minimum, the following information:

- 3.16.2.1 Name and address of the City Department where service was performed;
- 3.16.2.2 Date service was performed;
- 3.16.2.3 Contract number and work order, if applicable;
- 3.16.2.4 Location of equipment within the department;
- 3.16.2.5 Name of inspector and date of the report;
- 3.16.2.6 Name brand, serial number of equipment;
- 3.16.2.7 Type and size of each equipment item serviced;

- 3.16.2.8 All services and repairs to each unit;
- 3.16.2.9 Condemned equipment serial numbers;
- 3.16.2.10 Signature of inspector and Ordering Department's designated representative.

**4.0 Labor Rates**

- 4.1 Standard labor rate for repairs or replacements as specified in Exhibit H.
- 4.2 Overtime labor rate for repairs or replacements as specified in Exhibit H.
- 4.3 Emergency labor rate for repairs or replacements as specified in Exhibit H.
- 4.4 Holiday labor rate for repairs or replacements as specified in Exhibit H.

**5.0 Invoices**

- 5.1 The fees to be paid to the Contractor are contained in Exhibit "H" Fee Schedule.
- 5.2 Contractor shall submit invoices by the close of business on the Monday following the week in which services were rendered This may result in weekly, monthly or annual invoices depending upon the department for which services are performed (e.g. The Fire Department shall require weekly invoices.) All invoices shall contain the following information:
  - 5.2.1 Date of Service
  - 5.2.2 Department/Division Receiving Service
  - 5.2.3 City of Houston Contract Number
  - 5.2.4 SRO Number
  - 5.2.5 City of Houston Person Authorizing Name, Employee Number and Contact Phone Number for call back
- 5.3 Contractor shall mail invoices to applicable department:

**HFD Invoicing Address:**

Houston Fire Department  
 Attn: Accounts Payable  
 PO Box 3625  
 Houston, TX 77253

**General Services Division Invoicing Address:**

General Services Department  
 P.O. 61189  
 Houston, Texas 77208-1189  
 Attn. Accounts Payable

**Parks & Recreation Dept Invoicing:**

Gina Singleton  
 Accounts Payable/Invoicing  
 832-395-7083  
 2999 S. Wayside  
 Houston, Texas 77023  
[gina.singleton@houstontx.gov](mailto:gina.singleton@houstontx.gov)

**PW&E Invoicing Address:**

City of Houston  
 Public Works & Engineering Dept.  
 Service Contract Accounting  
 P.O. Box 61449  
 Houston, TX 77208-1449  
 Attn: Craig Foster, Division Manager

**HAS Invoicing Address:**

City of Houston  
 Department of Aviation  
 Accounts Payable  
 PO Box 60106  
 Houston, TX 77205 – 0106  
[has.accountspayable@cityofhouston.net](mailto:has.accountspayable@cityofhouston.net)

**Solid Waste Department Address:**

City of Houston  
 Department of Solid Waste Management  
 Attn: Randy Tims  
 PO Box 1562  
 Houston, TX 77251-1562

**6.0 Condemned Equipment**

6.1 Fire extinguisher(s) that cannot be maintained or serviced to meet the latest NFPA Standards must be condemned and shall be properly documented and the equipment shall be returned to the ordering department for proper disposal.

**7.0 Additions & Deletions**

7.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule (Exhibit H). In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**8.0 Estimated Quantities Not Guaranteed**

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

**9.0 Warranty of Services**

9.1 *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.

~~9.1.1 "Correction" as used in this clause, means the elimination of a defect.~~

9.2 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.

9.3 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.

9.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**10.0 Site Visit:**

10.1 When deemed necessary an inspection may be made by the Public Works Engineering Department to determine whether a bidder actually has a facility at the location they have listed in the bid document.

**11.0 Contract Compliance:**

11.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and acceptable levels of service are provided. Monitoring may take the form of, but is not necessarily limited to:

11.1.1 Inspection, testing, and/or sampling of goods delivered or to be delivered;

11.1.2 Review of deliveries received for accuracy and timeliness;

11.1.3 Review of Supplier's invoices for accuracy;

11.1.4 Review of certifications and/or licenses;

11.1.5 Site visits

11.2 The primary responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch, of the Office of the Director, Department of Public Works Engineering.

**12.0 Post Award Meeting:**

12.1 Once the contract has been approved by City Council, PW&E reserves the right to schedule a Post-Award meeting with the successful vendor and PW&E End-Users. This meeting will include Procurement, PW&E Contact Management Branch, Accounts Payable and all other matters related to contract administration.

## EXHIBIT BB

This is the current list of City locations. The Contractor will be responsible for all City of Houston Locations, as sites may be added, from time to time.

### PUBLIC WORKS & ENGINEERING

LOCATION	NUMBER OF EXTINGUISHERS
9400 Kempwood	97
12025 Sower Road	11
5900 Teague	53
7101 Renwick	60
2200 Patterson	57
319 St. Emanuel	27
12813 Galveston Rd.	8
7410 Galveston	8
11700 Sage Arbor	7
9610 Kingspoint	12
9500 Lawndale	20
306 McGowen	20
2701 Dalton	67
2700 Dalton	65
2450 Rankin Rd.	19
13211 West Houston Center Blvd.	35
4211 Beechnut	54
7440 Cullen	78
2300 Federal Rd.	90
5711 Neches	23
100 Japhet	21
8430 Newcastle	49
6301 Fuqua	6
4545 Groveway	9
4200 Leeland	45
4215 Leeland	6
<del>7004 Armore</del>	<del>47</del>
12319 Almeda Rd.	32
655 Maxey Rd.	20
9007 Dairyview	25
3100 Old Galveston	20
900 Bagby	51
901 Bagby	57
10601 Hunginton	7
8002 Airline	47
801 Gillette	94
4215 Leeland	6
4410 Westpark Dr.	60
3100 Genoa Red Bluff	45
747 Evergreen	12
5500 McCarty	100
1700 E. Crosstimbers	200
12121 E Sam Houston Parkway	65

<b>Total</b>	<b>1835</b>
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**GENERAL SERVICES DEPARTMENT**

LOCATION	Number of Fire Hoses	Number of Extinguishers
900 Bagby	35	82
901 Bagby	23	94
1400 Lubbock		46
2015 White St.		5
2707 Dalton		50
3026 Berry Road		50
<b>Total</b>	<b>58</b>	<b>327</b>

**HEALTH AND HUMAN SERVICES DEPARTMENT**

LOCATION	Number of Fire Hoses	Number of Extinguishers
8000 North Stadium	10	88
7411 Park Place		18
1115 S. Braeswood		89
1828 Rankin Road		6
8523 Arkansas		13
190 Heights Boulevard	5	9
170 Heights Boulevard		16
1809 N. Main		24
5602 Lyons Avenue		11
4802 Lockwood		10
3814 Market		8
4014 Market		6
6719 W. Montgomery		25
1475 West Gray		9
7037 Capitol		25
9525 Clinton Drive		5
3315 Delano		4
9314 Cullen Boulevard		23
4605 Wilmington		19
8532 Hammerly		2
Air Monitoring Trailer 7400 Park Place		1
6400 High Star	5	10
5990 Airline		2
5180 Aldine Mail Route		3
11430 E. Freeway, Ste 340		2
6402 Market		22
9720 Spaulding		7
12660 Beechnut		4
8632 S. Braeswood		2
6201 Bonhomme		10
1818 Crockett		6
2250 & 2252 Holcombe		44
3611 Ennis		18
3810 Fuqua		16

6719 W. Montgomery	Kitchen Hood	1
3814 Market	Kitchen Hood	1
170 Heights	Kitchen Hood	1
9720 Spaulding	Kitchen Hood	1
4014 Market	Kitchen Hood	1
4802 Lockwood	Kitchen Hood	1
6402 Market	Kitchen Hood	1
7330 N. Wayside		1
4401 ½ Lang		1
Special Purp Bldg 12836 Croquet		1
Special Purp Bldg 9525 ½ Clinton Dr		1
Special Purp Bldg 1307 Crawford		1
Special Purp Bldg 9726 Monroe		1
Special Purp Bldg 2311 Texas		1
<b>Total</b>	<b>20</b>	<b>571</b>

**LIBRARY DEPARTMENT**

<b>LOCATION</b>	<b>Number of Fire Hoses</b>	<b>Number of Extinguishers</b>
		6
677 Homestead Road		
400 McKinney	28	24
611 S. Sgt. Macario		5
702 Kress		2
3100 West Fugua St.		4
7660 Clarewood Drive		4
5400 Griggs Rd.		2
3102 Center		5
1520 Gellhorn		2
3517 Reed Rd.		4
8501 W. Montgomery		4
7007 W. Fuqua		5
1045 Kleckly Drive		3
1050 Quitman		14
500 McKinney Avenue	56	121
5400 Caroline St.		14
6200 Pinemont		9
8002 Hirsh Road		2
4014 Market St.		2
110 N. Milby	Kitchen Hood	3
6440 W. Belfort Avenue		8
4100 Montrose Boulevard	Kitchen Hood	4
1302 Heights Boulevard		11
7979 S. Kirkwood		5
2436 Gessner Rd.		6
5830 Westheimer Road	1	7
14330 Memorial Drive		4
8815 Feland St.		3
2510 Willowick Drive		6
6767 Belfort	Kitchen Hood	8
5411 Pardee Street		4

7200 Keller St.		4
5005 W. Bellfort		4
820 Marston		10
8835 Longpoint		5
10677 Homestead		4
9525 Irvington Boulevard		3
8145 Park Place		6
3223 Wilcrest		6
3624 Scott		8
7505 Stella Link		5
5260 Griggs		4
1900 Rusk		8
10103 Fondren		4
609 N. Eldridge		10
1300 Victor		10
<b>Total</b>	<b>85</b>	<b>392</b>

**HOUSTON FIRE DEPARTMENT**

<b>LOCATIONS</b>	<b>FIRE EXTINGUISHERS</b>	<b>SUPRESSION SYSTEM</b>
1205 Dart St	13	0
1205 Dart St	Kitchen Hood	1
1205 Dart St Warehouse	1040 (20 Per Week)	1
<b>TOTAL</b>	<b>1053</b>	<b>2</b>

**SOLID WASTE DEPARTMENT**

<b>LOCATIONS</b>	<b>NUMBER OF EXTINGUISHERS</b>
5617 Neches	80
11500 South Post Oak	80
1245 Judiway	36
1500 Central	56
5703 Eastex Freeway (Facilities)	200
<b>Total</b>	<b>452</b>

**ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT**

<b>LOCATIONS</b>	<b>NUMBER OF EXTINGUISHERS</b>
2700 Evella	13
2020 McKinney	10
<b>Total</b>	<b>23</b>

**PARKS AND RECREATION DEPARTMENT**

<b>LOCATIONS</b>	<b>NUMBER OF EXTINGUISHERS</b>
Alief	7
Almeda	2

Beverly Hills	5
Candlelight	9
Charlton	5
Cherryhurst	2
Clark	7
Cloverland	0
Crestmond	4
Denver Harbor	19
Dezvaler	2
Dodson Lake	2
Eastwood	3
Edgewood	3
Emancipation	4
Fondren	10
Freed	6
Garden Villas	3
Godwin	3
Hartman	3
Highland	2
Highland	2
Hobart Taylor	3
Independence	4
Ingrando	2
Judson Robinson Jr.	7
Judson Robinson Sr.	3
Lansdale	6
Love	4
Marion	6
Mason	2
Meadow Creek	4
Melrose	4
Milroy	2
Monte Beach	4
Moody	5
Plato	0
Proctor Plaza	3
River Oaks	4
Sagemont	4
Settegast	5
Shady Love	5
Sharpstown	2
Stude	4
Sunnyside	5
Swiney	4
Tidwell	6
Windsor Valley	3
Woodlands	5
6200 Whales	18
2999 S. Wayside	13
6501 Memorial Drive	13
6311 Saxton	26
6520 Alameda	10
8910 Bissonnet	9

9500 Martin Luther King	14
11600 Wallisville	19
5703 Kelly	11
2121 Central	10
4719 N. Shephard	52
Miller Theatre	26
Zoo	189
HQ Urban Rangers	6
Mobil Sound Stage	2
19008 Saums Rd.	1
Brock Golf Course	9
Memorial Golf Course	8
Sharpstown Golf Course	2
Homer L. Ford Tennis Center	2
Memorial Fitness Center	2
2001 Central Milby Soccer	1
1500 Herman Drive	8
Law Park	1
Le Clear Tennis Court (under construction)	0
Arnot Fitness Center	2
<b>Total</b>	<b>666</b>

**HOUSTON POLICE DEPARTMENT**

<b>LOCATIONS</b>	<b>NUMBER OF FIRE HOSES</b>	<b>NUMBER OF EXTINGUISHERS</b>
17000 Aldine Westfield		35
6719 W. Montgomery		25
2452 Rankin		0
3100 Terminal Road B		Aviation
1204 Morin		4
61 Riesner		177
50 Riesner(HPD)		2600
8400 Long Point/Spring Branch		2
1300 Dart		5
718 Houston Ave		3
1202 Washington		20
33 Artesian		40
701 San Jacinto, Suite 118		2
1305 Dart		5
1500 W. Dallas		14
803 Crostimbers		2
3915 Rustic Woods Dr.		8
22619 W. Shorewood Drive		21
2931 W. 12 <sup>th</sup> St.	2	4
8301 Ley Rd.		15
9455 W. Montgomery		36
6000 Teague		5
5005 Little York		10
602 Sawyer, 5 <sup>th</sup> Floor		0
700 Houston Ave		7
1103 Morin		4
12001 A East Freeway		2

10966 N. Freeway		2
208 Greenspoint Mall		2
910 Durham, Suite D		1
1335 W. 43 <sup>rd</sup> St.		4
8400 Long Point/Spring Branch		2
12932 Willowchase		2
5820 Teague – Comm Site		1
13505 Aqueduct/Comm Site		1
5820 W. Little York/Comm Site		1
522 Crosstimbers/Comm Site		1
2931 W. 12 <sup>th</sup> St./ Comm. Site		1
402 Tabor/ Comm Site		1
7800 Airport Blvd		6
4701 Galveston		4
2855 Bay Area Blvd		11
8402 Larson		15
7525 Sherman		12
2202 St. Emanuel		8
5330 Griggs		4
1200 Travis	24	188
3511 Reed Rd.		6
8300 Mykawa	14	40
4503 Beechnut		11
3203 S. Dairy Ashford	12	46
9146 Bellaire		4
8751 Broadway		4
11168 Fondren		8
5980 Renwick		4
4363 W. Fuqua		2
802 Westheimer		4
3711 Southmore		4
10201 Telephone Rd.		4
5600 S Willow		4
9700 Bissonnet #1254		4
<del>10181 Fondren</del>		<del>4</del>
6308 Richmond Ave		4
901 Smith , 50 <sup>th</sup> floor		1
8203 Coletto/ Comm Site		2
3718 Reed Rd./ Comm Site		2
60 Braeswood@Chimney Rock/Comm Site		2
21002 FM 1093 @ Mason Rd/Comm Site		2
22627 Shorewood Loop		8
101 Preston/1001 Washington		0
7277 Regency Square		11
<b>Total</b>	<b>52</b>	<b>3243 (2600 HPD)</b>

**HOUSTON AIRPORT SYSTEM**

**ELLINGTON FIELD**

**FIRE EXTINGUISHER INSPECTION - JANUARY, 2011**

	<b>ADMINISTRATION BUILDING</b>	<b>Quantity</b>			
	<b>LOCATION</b>		<b>TYPE</b>	<b>MANUFACTURE</b>	<b>DATE</b>
1	North Exit Door	1	10# ABC Sp	Badger	2005
2	North Hall	1	10# ABC Sp	Badger	2005
3	Kitchen/Break Room	1	10# ABC Sp	Badger	2005
4	East Hall	1	10# ABC Sp	Badger	2005
5	Loading Dock Exit	1	10# ABC Sp	Badger	2005
6	South East Exit	1	10# ABC Sp	Badger	2005
7	West Hall	1	10# ABC Sp	Badger	2005
8	Suite 100	1	10# ABC Sp	Badger	2005
9	Across Room 200-C	1	10# ABC Sp	Badger	2005
10	Computer Lab Room 181A	1	10# ABC Sp	Badger	2005
11	Computer Lab West Door	1	10# ABC Sp	Badger	2005
12	West Exit	1	10# ABC Sp	Badger	2005
13	Air Handler Room	1	10# ABC Sp	Badger	2005
14	Mechanical Room	1	10# ABC Sp	Badger	2005
	<b>MAINTENANCE FACILITY</b>				
	<b>LOCATION</b>		<b>TYPE</b>	<b>MANUFACTURE</b>	<b>DATE</b>
1	Tool Shed	1	10# ABC Sp	Buckeye	1996
2	Kitchen/Break Room	1	10# ABC Sp	Badger	2005
3	Mechanic Shop 1	1	10# ABC Sp	Badger	2005
4	Mechanic Shop 2	1	10# ABC Sp	Badger	2005
5	PPM Shop 1	1	17# Halon Sp	Buckeye	2003
6	PPM Shop 2	1	10# ABC Sp	Badger	2005

<b>MAINTENANCE FACILITY</b>					
	LOCATION		TYPE	MANUFACTURE	DATE
7	Electrical Shop	1	10#ABCSp	Buckeye	1996
8	Fuel Pumps 1	1	10#ABCSp	Badger	2005
9	Fuel Pumps 2	1	10#ABCSp	Badger	2005
10	Mezzanine	1	10#ABC SP	Badger	2005
<b>TRAFFIC CONTROL TOWER</b>					
	LOCATION		TYPE	MANUFACTURE	DATE
1	Ground Floor	1	10#ABC	Badger	2005
2	Third Floor	1	10#ABC	Buckeye	2005
3	Fourth Floor	1	10#ABC	Badger	2005
4	Fifth Floor	1	10#ABC	Badger	2005
5	Top Floor	1	10#ABC	Badger	2005
<b>MISCELLANEOUS</b>					
	LOCATION		TYPE	MANUFACTURE	DATE
1	Generator 115-SPARE	1	10#ABC	Badger	2005

**GRAND TOTAL: 30**



**HOBBY AIRPORT**

Department	Location	Unit #	Brand	Type	Size	Model #
Electrical		1	Kidde	ABC	2.5 lb.	PRO 2-5/8 TCM
Electrical		2	Sentry	ABC	2.5 lb.	SY-0216
Electrical		3	Amerex	ABC	2.5 lb.	
Electrical		4	Buckeye	ABC	10 lb.	10HI SA 80 ABC
Electrical		5	Buckeye	ABC	10 lb.	10HI SA 80 ABC
Electrical		6	Firemaster	ABC	10 lb.	SY-1014
Electrical		7	Buckeye	ABC	10 lb.	10HI SA 80 ABC
		8	Amerex	Water	2.5 gal	240
Garage LVL 1	East Baggage Exit	9	Amerex	Water	2.5 gal.	240
Garage LVL 2	Stair G West	10	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair W East	11	Amerex	Water	2.5 gal.	240
		12	Amerex	Water	2.5 gal	240
Garage LVL 1	Stair S East	13	Amerex	Water	2.5 gal.	240
		14	Amerex	Water	2.5 gal	240
Garage LVL 4	Stair O East	15	Amerex	Water	2.5 gal	240
Key Shop		16	Amerex	Water	2.5 gal	240
Garage LVL 3 A & G	Stair K West	18	Amerex	Water	2.5 gal	240
		21	Amerex	Water	2.5 gal	240
		24	Amerex	Water	2.5 gal	240
Electrical		26	Sentry	ABC	5 lb.	SY-0515
Electrical		27	Sentry	ABC	5 lb.	SY-0515
Electrical		28	Firemaster	ABC	5 lb.	SY-0515
Electrical		29	Sentry	ABC	5 lb.	SY-0515
Electrical		30	Buckeye	ABC	2.5 lb.	2.5 SA ABC
Electrical		31	Badger	ABC	2.5 lb.	250MB-1 1997
Electrical		32	Badger	ABC	2.5 lb.	250MB-1 1997
Electrical		33	Badger	ABC	2.5 lb.	250MB-1 1997
Electrical		34	Badger	ABC	2.5 lb.	250MB-1 1997
PPM		35	Beco	ABC	20 lb.	SY-2014
		36	Sentry	ABC	20 lb.	SY-2014
Electrical		37	General	ABC	10 lb.	TGP-10E
Electrical		38	Sentry	ABC	10 lb.	SY-1014
		39	Sentry	Halon	5 lb.	SY-0541
Facilities		40	General	ABC	5 lb.	TCP-5LH
Facilities		41	Badger	ABC	5 lb.	5MB-6H
Garage LVL 4	Stair B West	42	Badger	ABC	20 lb.	20MB-1H
Garage LVL 4	Stair B Center	45	Buckeye	ABC	20 lb.	20S HI SA ABC
Garage LVL 4	Stair B Center	46	Amerex	ABC	50 lb.	495
Garage LVL 4	Stair B East	48	Badger	ABC	20 lb.	20MB-1H
Garage LVL 4	Stair G East	49	Amerex	Water	2.5 gal.	240
Garage LVL 4	Stair G West	52	Amerex	ABC	10 lb.	441
Garage LVL 4	Stair K West	54	Amerex	Water	2.5 gal.	240
Garage LVL 4	Stair K East	56	Amerex	Water	2.5 gal.	240
Garage LVL 4	Stair O West	59	Amerex	Water	2.5 gal.	240
Garage LVL 4	Stair S East	62	Amerex	Water	2.5 gal.	240
Garage LVL 4	Stair S West	64	Amerex	Water	2.5 gal.	240
Garage LVL 4	Stair W West	66	Amerex	Water	2.5 gal.	240

Garage LVL 4	Stair S West	68	Firemaster	ABC	10 lb.	SY-1014
Garage LVL 4	North Down Spiral	70	Amerex	Water	2.5 gal.	240
Garage LVL 4	South Down Spiral	72	Buckeye	ABC	20 lb.	20S HI SA ABC
Garage LVL 4	South Up Spiral	74	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 4	North Up Spiral	76	Amerex	Water	2.5 gal.	240
Facilities		77	Kidde	ABC	10 lb.	PRO 10TCM-2
TSA		78	Badger	ABC	10 lb.	10MB-8H
TSA		79	Badger	ABC	10 lb.	10MB-8H
Public Safety		80	Badger	ABC	10 lb.	10MB-8H
HPD		81	Badger	ABC	10 lb.	10MB-8H
HPD		82	Badger	ABC	10 lb.	10MB-8H
HPD		83	Badger	ABC	10 lb.	10MB-8H
OPS		84	Badger	ABC	5 lb.	5MB-5H
OPS		85	Badger	ABC	5 lb.	5MB-5H
OPS		86	Badger	ABC	5 lb.	5MB-5H
OPS		87	Badger	ABC	5 lb.	5MB-5H
OPS		88	Badger	ABC	5 lb.	5MB-5H
OPS		89	Badger	ABC	10 lb.	10MB-8H
OPS		90	Kidde	ABC	10 lb.	PRO 10TCM-2
PPM		91	Sentry	ABC	20 lb.	SY-2034
PPM		93	Badger	ABC	2.5 lb.	250MB-1
PPM		94	Buckeye	ABC	2.5 lb.	2.5 SA ABC
PPM		95	Buckeye	ABC	20 lb.	20S HI SA ABC
PPM		96	Amerex	ABC	10 lb.	456
PPM		97	Buckeye	ABC	2.5 lb.	2.5 SA ABC
PPM		98	Buckeye	ABC	20 lb.	20S HI SA ABC
PPM		99	Badger	ABC	10 lb.	10MB-8H
PPM		100	Buckeye	ABC	5 lb.	5HI SA 40 ABC
Facilities		101	Sentry	ABC	10 lb.	SY-1014
Garage LVL 3	Stair B West	103	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 3	Stair B Center	105	Amerex	Water	2.5 gal.	240
Garage LVL 3	Stair B East	107	Beco	ABC	20 lb.	SY-2014
Garage LVL 3	Stair G East	109	Beco	ABC	20 lb.	SY-2014
Garage LVL 3	Stair G West	111	Beco	ABC	20 lb.	SY-2014
Garage LVL 3	South Up Spiral	113	Amerex	Water	2.5 gal.	240
Garage LVL 3	Stair K East	116	Beco	ABC	20 lb.	SY-2014
Garage LVL 3	South Down Spiral	118	Sentry	ABC	10 lb.	SY-1014
Garage LVL 3	North Up Spiral	120	Amerex	Water	2.5 gal.	240
Garage LVL 3	Stair O West	122	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 3	Stair O East	124	Amerex	Water	2.5 gal.	240
Garage LVL 3	North Down Spiral	126	Sentry	ABC	20 lb.	SY-2034
Garage LVL 3	Stair S Center	127	Amerex	ABC	50 lb.	495
Garage LVL 3	Stair S West	129	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 3	Stair S East	131	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 3	Stair W East	133	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 3	Stair W West	135	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G	Shop # 33269	136	Buckeye	ABC	2.5 lb.	2.5SA ABC
A & G	Shop # 27947	137	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32425	138	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 15173	139	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 18047	140	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 30998	141	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 18478	142	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32424	143	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32922	144	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 18128	145	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 30971	146	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 15077	147	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 18479	148	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 33266	149	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 29804	150	Badger	ABC	2.5 lb.	250MB-1

A & G	Shop # 31902	151	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 31901	152	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 29803	153	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 25186	154	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 14730	155	Badger	ABC	2.5 lb.	250MB-1
A & G		156	Badger	ABC	2.5 lb.	250MB-1
A & G		157	Badger	ABC	2.5 lb.	250MB-1
A & G		158	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G		159	Badger	ABC	20 lb.	20MB-1H
A & G	Shop # 33455	160	Badger	ABC	2.5 lb.	250MB-1
A & G		161	Badger	ABC	10 lb.	10MB-8H
A & G		162	Firemaster	ABC	10 lb.	SY-1014
A & G		163	Firemaster	ABC	10 lb.	SY-1014
A & G		164	General	ABC	10 lb.	TGP-10E
A & G	Shop # 11763	165	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32744	166	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 30700	167	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 29430	168	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32743	169	Badger	ABC	2.5 lb.	250MB-1
A & G		170	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G	Shop # 13201	171	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 27626	172	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 18046	173	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32085	174	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 29668	175	Badger	ABC	2.5 lb.	250MB-1
A & G		176	Kidde	ABC	10 lb.	PRO 10TCM-2
A & G	Diesel Tank	177	Kidde	ABC	5 lb.	PRO 5TCM-1
A & G	Shop # 18794	178	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 32462	179	Badger	ABC	2.5 lb.	250MB-1
A & G		180	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G		181	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G	Shop # 25299	182	Badger	ABC	2.5 lb.	250MB-1
A & G		183	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G	Shop # 30159	184	Kidde	ABC	2.5 lb.	PRO 2-5/8 TCM
A & G	Shop # 11910	185	Badger	ABC	2.5 lb.	250MB-1
A & G	Shop # 14729	186	Kidde	ABC	2.5 lb.	2-5/8 TCM-4
A & G	Break Room	187	Amerex	ABC	10 lb.	441
A & G	Break Room	188	General	ABC	10 lb.	TGP-10E
A & G	Store Room	189	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	190	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	191	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	192	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	193	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	194	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	195	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	196	Badger	ABC	2.5 lb.	250MB-1
A & G	Store Room	197	Buckeye	ABC	10 lb.	10S HI SA ABC
A & G	Store Room	198	Sentry	ABC	10 lb.	SY-1014
SKE	Vehicle Shop	199	Beco	ABC	20 lb.	SY-2014
SKE	Vehicle Shop	200	Beco	ABC	20 lb.	SY-2014
SKE	Vehicle Shop	201	Sentry	ABC	10 lb.	SY-1014
SKE	Vehicle Shop	202	Kidde	ABC	20 lb.	PRO PLUS 20MD

Garage LVL 2	Stair B West	204	Amerex	Water	2.5 gal.	240
Garage LVL 2	Stair B Center	206	Amerex	Water	2.5 gal.	240
Garage LVL 2	Stair B East	208	Amerex	Water	2.5 gal.	240
Garage LVL 2	Stair G East	211	Sentry	ABC	5 lb.	SY-0515
Garage LVL 2	South Down Spiral	213	Amerex	Water	2.5 gal.	240
Garage LVL 2	Stair K East	215	General	Halon	17lb.	GH-17H
Garage LVL 2	Stair O East	217	Amerex	Water	2.5 gal.	240
Garage LVL 2	North Down Spiral	219	Badger	ABC	10 lb.	10MB-8H
Garage LVL 2	Stair S East	221	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 2	Stair W East	223	General	ABC	20lb.	TGP-20B
Garage LVL 2	Stair W West	225	Buckeye	ABC	10 lb.	10S HI SA ABC
Garage LVL 2	Stair S West	227	Badger	ABC	10 lb.	10MB-8H
Garage LVL 2	Stair O West	22	Amerex	Water	2.5 gal.	240
Garage LVL 2	North Up Spiral	230	Amerex	Water	2.5 gal.	240
Garage LVL 2	Stair K West	232	Sentry	ABC	20 lb.	SY-2034
Garage LVL 2	South Up Spiral	234	Badger	ABC	5 lb.	5MB-5H
Garage LVL 1	Stair W West	236	Buckeye	ABC	5 lb.	5HI SA 40 ABC
Garage LVL 1	Stair S West	238	Amerex	Water	2.5 gal.	240
Garage LVL 1	North Elev.	20	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair O East	242	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair O West	23	Amerex	Water	2.5 gal.	240
Garage LVL 1	Center Elev.	25	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair K East	245	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair K West	247	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair G West	249	Amerex	Water	2.5 gal.	240
Garage LVL 1	Stair G East	19	Amerex	Water	2.5 gal.	240
Garage LVL 1	West Baggage Exit	252	Amerex	Water	2.5 gal.	240
Garage LVL 1	Taxi Stand	254	Badger	ABC	2.5 lb.	250MB-1
Garage LVL 1	Taxi Stand	255	Buckeye	ABC	10 lb.	10S HI SA ABC
Terminal Lower	Baggage Claim	17	Amerex	Water	2.5 gal.	240
Terminal Lower	Raycom # 26	257	Badger	ABC	5 lb.	5MB-5H
Terminal Lower	Raycom	258	Badger	ABC	10 lb.	10MB-8H
Terminal Lower	Raycom Air Handler	259	Buckeye	ABC	20lb.	20S HI SA ABC
Terminal Lower	Mgt. Esc. Lower	261	Amerex	Water	2.5 gal.	240
Terminal Lower	Public Safety	262	Buckeye	ABC	5 lb.	5HI SA 40 ABC
Terminal Lower	Public Safety	263	Buckeye	ABC	5 lb.	5HI SA 40 ABC
Terminal Lower	Public Safety	264	Firemaster	ABC	5 lb.	SY-0515
Terminal Lower	Mgt. Esc. Upper	265	Firemaster	ABC	5 lb.	SY-0515
Terminal Lower	Mgt. Esc. Upper	267	Sentry	ABC	20 lb.	SY-2034
Terminal Main	Main Gift Shop	271	Amerex	ABC	10 lb.	
Terminal East	Food Court #24	273	Amerex	ABC	5 lb.	
Terminal Main	USO	274	Sentry	ABC	10 lb.	SY-1014
Terminal Baggage	New South Parking #5	276	Amerex	Water	2.5 gal.	240
Terminal Baggage	Elevator 1	278	Amerex	Water	2.5 gal.	240
Terminal Lower	Tug Tunnel 8	279	Buckeye	ABC	20lb.	20S HI SA ABC
Terminal Lower	Tug Tunnel 9	280	Firemaster	ABC	10 lb.	SY-1014
Terminal Lower	Tug Tunnel 10	282	Amerex	Water	2.5 gal.	240
Terminal Lower	Building Service Storage	283	Amerex	ABC	2.5 lb.	
Terminal Lower	Building Service Storage	284	Badger	ABC	2.5 lb.	250MB-1
Terminal Lower	Building Service Storage	285	Badger	ABC	2.5 lb.	250MB-1
Terminal Lower	Tug Tunnel PPM Paint Sh	287	Kidde	ABC	5 lb.	PRO 5TCM-1
Terminal Lower	Tug Tunnel 12	289	Amerex	Water	2.5 gal.	240
Terminal Lower	Tug Tunnel 13	290	General	ABC	2.5 lb.	
Terminal Lower	Tug Tunnel 18	291	Buckeye	ABC	10 lb.	10S HI SA ABC

Terminal Lower	Building Service Break	292	Sentry	ABC	10 lb.	SY-1014
Terminal Lower	Tug Tunnel 19	293	Buckeye	ABC	10 lb.	10S HI SA ABC
Terminal Lower	Tug Tunnel 7	294	Buckeye	ABC	10 lb.	10S HI SA ABC
Terminal Lower	Tug Tunnel 21	296	Buckeye	ABC	20lb.	20S HI SA ABC
Terminal Lower	Tug Tunnel 20	297	Buckeye	ABC	20lb.	20S HI SA ABC
Concourse C Lower	AMIS	298	Sentry	ABC	10 lb.	SY-1014
Concourse C Lower	D620 Electric	299	Amerex	ABC	20 lb.	423
Concourse C Upper	Delta Bar	300	Firemaster	ABC	10 lb.	SY-1014
Concourse C Upper	Gate 52	301	Sentry	BC	10 lb.	BY-1034
Concourse A Upper	Gate 5	303	Buckeye	ABC	5 lb.	5HI SA 40 ABC
Concourse A Upper	Gate 7	304	Buckeye	ABC	10 lb.	10S HI SA ABC
Concourse A Upper	Gate 9	305	General	ABC	10 lb.	TGP-10E
Concourse A Upper	Gate 8	306	Amerex	ABC	10 lb.	456
Concourse A Upper	Gate 6	307	Amerex	ABC	10 lb.	456
Concourse A Upper	Gate 3	308	General	ABC	5 lb.	
Concourse A Upper	Gate 1	309	General	ABC	5 lb.	
Concourse A Upper	Elevator 8	310	Buckeye	ABC	20lb.	20S HI SA ABC
Concourse A Upper	Elevator 7	311	Sentry	ABC	20 lb.	SY-2034
Concourse A Upper	Elevator 10 Southwest	312	Sentry	ABC	10 lb.	SY-1014
Concourse A Upper	Elevator 12	313	Firemaster	ABC	5 lb.	SY-0515
Central Concourse	Hudson News	314	Amerex	ABC	10 lb.	456
Central Concourse	Gate 21	315	Amerex	ABC	10 lb.	456
Central Concourse	Gate 20	316	Amerex	ABC	10 lb.	456
Central Concourse	Gate 22	317	Amerex	ABC	10 lb.	456
Central Concourse	Gate 23	318	Amerex	ABC	10 lb.	456
Central Concourse	Gate 25	319	Amerex	ABC	10 lb.	456
Central Concourse	Elevator 14	320	Sentry	ABC	5 lb.	SY-0515
Central Concourse	Gate 40	321	Badger	ABC	10 lb.	10MB-8H
Central Concourse	Gate 44	322	Badger	ABC	10 lb.	10MB-8H
Central Concourse	Gate 45	323	Badger	ABC	10 lb.	10MB-8H
Central Concourse	Gate 47	324	Badger	ABC	10 lb.	10MB-8H
Central Concourse	Gate 46	325	Badger	ABC	10 lb.	10MB-8H
Central Concourse	Elevator 11	326	Firemaster	ABC	5 lb.	SY-0515
Triurator	Triurator	327	Buckeye	ABC	20lb.	20S HI SA ABC
Fuel Farm	Fuel Farm	328	Buckeye	ABC	10 lb.	10S HI SA ABC
Fuel Farm	Fuel Farm	329	Buckeye	ABC	10 lb.	10S HI SA ABC
Fuel Farm	Fuel Farm	330	Amerex	ABC	50 lb.	495
FAA LVL1	KBR	332	Kidde	ABC	5 lb.	PRO 5TCM-1
FAA LVL1	KBR	333	Kidde	ABC	5 lb.	PRO 5TCM-1
FAA LVL1	KBR	334	Kidde	ABC	5 lb.	PRO 5TCM-1
FAA LVL1	KBR	335	Kidde	ABC	5 lb.	PRO 5TCM-1
FAA LVL1	KBR	337	Kidde	ABC	5 lb.	PRO 5TCM-1
FAA LVL1	Weather Station	339	Firemaster	ABC	5 lb.	
FAA LVL2	KBR	341	Kidde	ABC	5 lb.	PRO 5TCM-1

**Total: 143 plus 127 in inventory**

**SECTION C  
GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID #L23834**

**COUNTY OF HARRIS**

**ORDINANCE # \_\_\_\_\_**

**CONTRACT # \_\_\_\_\_**

**II. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **PORTABLE FIRE EXTINGUISHER and FIRE HOSE INSPECTION, MAINTENANCE and HYDROSTATIC TESTING SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and \_\_\_\_\_ ("Contractor or Vendor"), a Texas Home-Rule City 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  
of Various Departments  
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:

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**EXHIBITS**

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- \* D. MWBE SUBCONTRACT TERMS
- \* E. DRUG POLICY COMPLIANCE AGREEMENT
- \* F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- \* G. DRUG POLICY COMPLIANCE DECLARATION
- \* H. FEES AND COSTS
- \* I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

\* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

**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."

**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 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

### **III. DUTIES OF CONTRACTOR**

#### **1.0 SCOPE OF SERVICES**

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & "BB."

#### **2.0 RELEASE**

- 2.1 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.

#### **3.0 INDEMNIFICATION**

- 3.1 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:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
  - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
  - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 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.

## 4.0 INDEMNIFICATION PROCEDURES

4.1 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:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due, and

4.1.3 the anticipated amount of the indemnified loss.

4.2 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.

4.3 Defense of Claims

4.3.1 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.

4.3.2 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.

## 5.0 INSURANCE

5.1 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 coverage in the following amounts:

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

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

5.1.3 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

5.1.4 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)

5.2 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 30 days 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:

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

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

**6.0 WARRANTIES**

6.1 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.

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

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

6.2.2 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,

6.2.3 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

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

**7.0 LICENSES AND PERMITS**

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

**8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

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

**9.0 M/WBE COMPLIANCE**

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 2% of the value of this Agreement to M/WBEs. 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.

- 9.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE 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.

## **10.0 DRUG ABUSE DETECTION AND DETERRENCE**

- 10.1 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.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
  - 10.2.2 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
  - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 10.3 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.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

## **11.0 ENVIRONMENTAL LAWS**

- 11.1 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.

11.2 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.

## **12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM**

12.1 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.

12.2 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.

## **13.0 CONTRACTOR'S PERFORMANCE**

13.1 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.

## **14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

14.1 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.

14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's 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.

## **IV. DUTIES OF CITY**

### **1.0 PAYMENT TERMS**

1.1 The City shall pay and Contractor shall accept fees 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.

**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 upon receipt of an approved invoice.

**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:

**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.

## **V. TERM AND TERMINATION**

### **1.0 CONTRACT TERM**

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting 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/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent 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 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.

### **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.

## VI. 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.

## **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.

## **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 therefore.

**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.

"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.

"Hydrostatic Testing" shall mean pressure testing of the extinguisher to verify its strength against unwanted rupture.

"Inspection" shall mean comparison of equipment conformity to predetermined standards, followed by a determination of action required. This shall include a check to ensure that a fire extinguisher is in its designated place; that it has not been actuated or tampered with and that there is no obvious physical damage or condition to prevent its operation.

"Maintenance" shall mean a thorough examination of chains, wall boxes, hangers, etc. When applied to fire extinguishers, maintenance shall mean a thorough examination that is intended to give maximum assurance that the fire extinguisher will operate effectively and safely and to determine if physical damage or condition will prevent its operation, if any repair or replacement is necessary and if hydrostatic testing or internal maintenance is required.

"Normal Business Hours" shall mean 8 a.m. to 5 p.m., Monday through Friday, except on days which are considered City holidays.

“(OEM)” shall mean Original Equipment Manufacturer

“Recharging” shall mean the replacement of the extinguishing agent (also includes the expellant for certain types of fire extinguishers).

“Repair” shall mean actions performed on equipment that involves replacement of parts (other than expendables).

“Serviceability” shall mean the condition of a piece of equipment at any point in time that affects the ability of the equipment to perform its function(s) as intended.

“Servicing” shall mean performing maintenance, recharging or hydrostatic testing on a fire extinguisher.

“Site Visit” means an inspection by the Public Works and Engineering Department, at its sole discretion, to determine whether a bidder actually has a facility at the location they have listed in the bid document.

**EXHIBIT B  
SCOPE OF SERVICES**

**EXHIBIT C**  
**[EQUAL EMPLOYMENT OPPORTUNITY]**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

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

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

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT D**  
**[M/WBE SUBCONTRACT TERMS]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT E**  
**[DRUG POLICY COMPLIANCE AGREEMENT]**

(To be inserted by the City at the time of contract execution)

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

I, \_\_\_\_\_  
**(Name - Print/Type)** **(Title)**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

I, \_\_\_\_\_  
**(Name - Print/Type)**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT G**  
**[DRUG POLICY COMPLIANCE DECLARATION]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT H  
[FEES AND COSTS]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT I  
[PAY OR PLAY]**

(To be inserted by the City at the time of contract execution)