



CITY OF HOUSTON

INVITATION TO BID

Issued: September 30, 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, **October 27, 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 a.m. on that date for the purchase of:

**ICE MACHINE RENTAL SERVICES
FOR VARIOUS DEPARTMENTS
Invitation to Bid No. S50-L23953
NIGP Code: 979-65-51**

Buyer:

Questions regarding this solicitation document should be addressed to **Arturo Lopez, Senior Procurement Specialist** at (832) 393-8731, or e-mail to arturo.lopez@houstontx.gov.

Electronic Bidding

In order to submit a bid for the items associated with this procurement, you 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 in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #1, City Hall, 901 Bagby, at **10:00 a.m. on Tuesday October 11, 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, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <http://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.

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***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



**ICE MACHINE RENTAL SERVICES
FOR
VARIOUS DEPARTMENTS
Invitation to Bid No. S50-L23953
NIGP Code: 979-65-51**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Ice Machine Rental Services for a three (3) year term with up to two (2) one-year option periods 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 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

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, three (3) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article VI of the Contract, all on or before the tenth (10th) 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 ice machine rental services for the City in accordance with attached Specifications.

SECTION A

Documents/forms must be downloaded from the City's Website
<http://houstontx.gov/purchasing/index.html>.

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:**

Table 1 – Required Forms
Affidavit_of_Ownership.doc
Fair_Campaign_Ordinance.doc
Statement_of_Residency.doc
Conflict_of_Interest_Questionnaire.doc
Contractors Questionnaire Document (pg 5)
Pay or Play Form 1a - Acknowledgement

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

Table 2 – Documents & Forms
Drug_Forms.doc
MWBE.doc
Sample_Insurance_Over_\$50,000.pdf
Formal_Instructions_for_Bid_Terms.doc
EEOC.doc
Pay or Play Form 2 Certification
Pay or Play Form 3 Subcontractors Listing

NOTE:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@houstontx.gov no later than **4:00 PM, Monday, October 17, 2011.**
2. Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.

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 ice machine rental services that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed ice machine rental services in some of the following types of facilities: municipal government or large multi-location corporations.** 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. Bidder must have references documenting that it has performed ice machine rental services.** Bidders need to attach seven (7) ARI manuals and brochures for the equipment they are bidding with their bid or provide these to the City within 24 hours after requested by the City.

1. Name: _____

Address: _____

City & State: _____

Name & Phone Number of Contact: _____

Years Services: _____

2. Name: _____

Address: _____

City&State: _____

Name & Phone Number of Contact: _____

Years Services: _____

3. Name: _____

Address: _____

City & tate: _____

Name & Phone Number of Contact: _____

Years Services: _____

4. Name: _____

Address: _____

City & tate: _____

Name & Phone Number of Contact: _____

Years 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."

Contractor's Facility and Inspection

The City intends to inspect the work on its equipment during the course of its repair. Therefore the bidder's /contractor's facility shall be equipped to provide the services specified and shall be staffed with qualified personnel. This requirement shall apply to all sub-contractors that will perform work related to this contract for the contractor. The facility must meet requirements at time city performs the inspection in order to be considered for award.

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.

The bidder shall be an established supplier of the equipment offered, shall maintain an adequate stock of ice machines and repair parts, and must operate an installation and repair facility capable of meeting the time frames for installation & warranty work *within a 50 mile radius of City Hall (901 Bagby, Houston, Texas 77002).*

The City shall inspect these facilities to see whether the bidder actually has in their stock, adequate number of ice machines, replacement parts, repair personnel, and facilities to satisfy the requirements of this Contract. *Technicians must be EPA approved and show proof of certification within 5 days after request from the City. A minimum of 5 technicians must be approved to provide ice machine repair services.*

HIRE HOUSTON FIRST:

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A " LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED. IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

SECTION B
SCOPE OF SERVICES/SPECIFICATIONS

1.0 SCOPE OF SERVICES

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and transportation necessary to provide new ice machines for use at various City facilities. The services to be provided include, but are not limited to the furnishing of the ice machines, warranty, preventive maintenance services, repairs, parts, delivery and pick-up, and the training of department personnel in the routine daily maintenance procedures.
- 1.2 The ice machines furnished shall be new, air cooled and meet all Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) regulations. An identification tag showing date of equipment manufacture of no more than three months prior to the current date of installation must be securely fastened to the equipment. If during the Contract period an originally installed ice machine needs to be replaced it MUST be replaced with equipment manufactured no earlier than three months prior to the date of replacement. I.D. tags shall remain on the equipment for the duration of the Contract.
- 1.3 All ice machines furnished to the City under terms of this contract shall be equipment approved by NSF (National Sanitation Foundation) and certification of said approval is to be attached to all machines supplied under this contract.
- 1.4 All ice machines shall be capable of producing cubed ice.
- 1.5 All ice machines shall have an insulated stainless steel or plastic interior storage bin in accordance with Air-Conditioning & Refrigeration Institute (ARI) standards. The units shall operate on 110 to 125 volts, except where the size of the ice machine dictates 208 to 230 volts.
- 1.6 Ice machines provided shall be capable of producing at full capacity under the conditions of 90 degree ambient temperature and 70 degree water temperature.

1.6.1 Example (1)

A 500 lb. capacity ice machine must produce at least 500 lbs. of ice in a twenty-four (24) hour period under the conditions of 90 degree ambient temperature and 70 degree water temperature.

1.6.2 Example (2)

A 2,000 lb. capacity ice machine must produce at least 2,000 lbs. of ice in a twenty-four (24) hour period under the conditions of 90 degree ambient temperature and 70 degree water temperature.

2.0 INSTALLATION OF ICE MACHINE

- 2.1 Each ice machine shall be delivered, installed, and must be fully operational within sixty (60) days after notice to proceed is issued by the City Purchasing Agent. All machines added during the term of the contract shall be delivered, installed, and fully operational within 15 days from receipt of the request from the City. The Contractor shall provide all labor and materials necessary to complete the installation. The City shall provide water, electricity, and drain lines to the immediate area where the ice machine shall be installed.
- 2.2 For each machine installed, the Contractor shall provide two (2) suitable ice scoops. If requested by the user department or division head, the Contractor shall provide one (1) operation manual for each

machine installed.

2.3 Relocation of an installed ice machine from the point of installation to a new location shall be done as a turnkey operation to include labor, parts, materials, transportation, etc.

2.4 All ice storage bins shall be made available with appropriate positive locking mechanisms at no additional cost to the City if requested.

2.5 The Contractor agrees to make installation only upon receipt of duly signed and approved work orders or service release order (SRO) issued by the City Purchasing Agent. Installations made without such work order or SRO shall be at the Contractor's risk and shall leave the City the option of canceling any contract implied or expressed herein.

2.6 All ice machine equipment must reflect a healthy and safe environment. The machines must be made of stainless steel or NSF approved equivalent, therefore no rusty equipment or adverse conditions shall be tolerated at any time. This is the sole responsibility of the Contractor. All service panels, hinges, doors, etc., must be properly secured to the machine according to the manufacturer's specifications. All moving motor parts, etc., must be secured behind original equipment panels that are fastened securely to the ice machine.

2.7 The Contractor shall submit its monthly maintenance program along with a checklist used to verify monthly services completed.

3.0 **ICE MACHINE SPECIFICATIONS:**

3.1 **Machines production must be in accordance with ARI standards. (+ or – 5%)**

- | | | |
|-------|---|--------------|
| 3.1.1 | Machine produces minimum of 250 Pounds/24 hours | Factory Bins |
| 3.1.2 | Machine produces minimum of 500 Pounds/24 hours | Factory Bins |
| 3.1.3 | Machine produces minimum of 1,000 Pounds/24 hours | Factory Bins |
| 3.1.4 | Machine produces minimum of 1,500 Pounds/24 hours | Factory Bins |
| 3.1.5 | Machine produces minimum of 2,000 Pounds/24 hours | Factory Bins |

3.1.6 Counter-type model; ice maker/water dispenser, 270 lb Cubelet-Style, air-cooled, self contained condenser, approximately 282 lbs ice production w/8/8 lb built in storage. The machine must provide push button operation with a stainless steel bin and exterior, protected with HoshiGuard antimicrobial agent, approx. 4" legs, 115v/60/1-ph, 8-5 amps.

The counter –type model must be installed on an equipment stand, for Ice maker/dispensers, cabinet base with locking door, stainless steel, corrosion resistant exterior, flat top with flanged legs; for use with model 270. (EXAMPLE: DCM-270BAH OR EQUAL)

4.0 **SUBSTITUTIONS:**

4.1 The Contract specifications refer to five (5) different size of ice machines; 250 pounds, 500 pounds, 1,000 pounds, 1,500 pounds, and 2,000 pounds. It is possible to select two (2) machines to accomplish the capacity of one (1) machine but not the use of three (3) or more.

4.1.1 **EXAMPLE:**

To obtain a 1,500 pound capacity machine it is possible to provide a 1,000 pound plus a 500 pound. **HOWEVER:** Three (3) 500 pound machines to obtain 1,500 pound capacity is **NOT** acceptable

5.0 **SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail, or the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

6.0 **TITLE AND RISK OF LOSS:**

- 6.1 Title and risk of loss for ice machines on monthly rental basis shall remain with the Contractor at all times throughout the term of the contract.
- 6.2 Date of acceptance means the date the ice machine is delivered, installed, and fully operational.

7.0 **PREVENTATIVE & REMEDIAL MAINTENANCE**

- 7.1 The Contractor shall be responsible for remedial and preventative maintenance on all ice machines under the contract. **The maintenance program shall include but not be limited to cleaning the machine on the outside, cleaning the internal operating mechanism, and checking the electrical operation.** The Contractor shall provide the parts and labor to repair the ice machines during the contract period. Timely correction of defects by repair or replacement shall constitute fulfillment of all maintenance obligations on the part of the Contractor. **Filters are required and must be replaced and maintained by the Contractor.** The monthly rental price shall include: delivery, set-up, and preventative & remedial maintenance. All technicians must have departmental signoff on the work orders for preventative maintenance by designated department representative.
- 7.2 Upon receipt of the "Notice to Proceed" and the installation of each machine, the contractor shall provide a schedule to the department detailing the day(s) and approximate time(s) of its monthly preventative maintenance visit(s). The schedule time(s) shall be in coordination with the time(s) available with the user department. Preventative maintenance calls should be scheduled 24 hours in advance by the user department. The Contractor is required to make at least one preventative maintenance visit per month for machines in non-air conditioned locations and quarterly visits for machines in air conditioned locations. **PREVENTIVE MAINTENANCE IS CONSIDERED A VERY IMPORTANT PART OF THIS CONTRACT. FAILURE TO MEET THE ABOVE REQUIREMENTS IS JUST CAUSE FOR TERMINATION OF THIS CONTRACT FOR CAUSE.**
- 7.3 **The Contractor's personnel shall present a clean and neat appearance. The Contractor's personnel shall wear a Contractor furnished photo badge, uniform with Contractor's company name and the employee's name clearly displayed. The Contractor's vehicles shall be clearly marked with their company logo. The Contractor's personnel shall sign in and out at all manned facilities and comply with all security requirements at each facility department.**

8.0 **RESPONSE TO SERVICE CALLS**

It is the intent of this contract to minimize the need for emergency work through periodic scheduled maintenance. The Contractor shall maintain an ability to make a "proper response" to a service call at any time of the day or week. To make a "proper response" to a service call, the Contractor shall: (1) arrive at the site within a maximum of six hours from the time a call is received, (2) inspect equipment to identify the problem, (3) identify a repair plan, (4) actually begin repairs, and (5) complete repairs within a reasonable time to restore the ice machine to its operating capacity of ice cube production per twenty-four hour period. The mere presence of the Contractor on the site shall not constitute "proper response" to a service call.

9.0 **REPAIR AND REPLACEMENT OF ICE MACHINES**

- 9.1 The Contractor shall repair all ice machines within 24 hours after arrival at the site. If the Contractor fails to return an ice machine to its fully operational capacity within 24 hours, the Contractor shall replace it with a new machine within 48 hours of the original service call.

9.2 FAILURE TO MEET THE TIMELINES OUTLINED ABOVE IS JUST CAUSE FOR TERMINATION OF THIS CONTRACT.

9.3 If the City has to secure ice from a third party as a result of equipment failure, the Contractor shall be responsible for the costs incurred, including incidental and consequential damages. The Contractor shall make service calls during operational hours of City work sites that are operational twenty-four (24) hours a day, weekends, and holidays. The Contractor shall provide phone number(s) and contact person(s) for both routine and twenty-four (24) hour service.

10.0 **ENGINEERING REPORT**

10.1 The Contractor is required to submit published manufacturer's specification sheets and production charts that certify the amount that each ice machine produces under the conditions of 90 degree ambient temperature and 70 degree water temperature and ARI manuals for each ice machine shall be provided.

10.2 Any additional specification shall in no way change, alter or delete the normal and required maintenance and warranty of the ice machines as stated in this Contract under specifications "Maintenance and Warranty".

10.3 The City reserves the right to inspect and approve all ice machines proposed prior to delivery.

10.4 In order to effectuate a successful transition from one Contractor to another, at the end of this Contract term, the current Contractor agrees to leave its machines in place and service the machines in accordance with the Contract specifications for a maximum of ninety (90) days after "Notice to Proceed" is given on the new Contractor.

11.0 **INVOICING**

11.1 Contractor invoices for those costs specified in the Contract Fee Schedule must include itemization justifying the amounts invoiced to the department. Separate invoices for each Department must be provided.

11.2 Each invoice (original and two (2) copies) shall be delivered or mailed to the individual Department facility managers. The Contractor is responsible to verify the departments correct mailing address.

11.3 Each invoice must contain, in addition to the above, the five (5) digit Contract Number assigned by the City Controller's Office to the specified contract, a complete description of the services provided, complete contract name, and the Contractor's contact person for invoice irregularities.

12.0 **ADDITIONS & DELETIONS**

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. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefor shall then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

13.0 **ESTIMATED QUANTITIES NOT GUARANTEED**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of ice machine rental 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.

14.0 **INTERLOCAL AGREEMENTS**

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

15.0 **WARRANTY OF SERVICES**

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

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

15.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract shall, 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.

15.3 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.

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

END OF DOCUMENT

**SECTION BB
LIST OF LOCATIONS**

DEPARTMENTS REQUIREMENTS (Estimates)/(Locations):

<u>Department Name</u>	<u>250 lb</u>	<u>500 lb</u>	<u>1,000 lb.</u>	<u>1,500 lb.</u>	<u>2,000 lb.</u>	<u>270 lb Counter-Type</u>
Aviation	7	4	0	0	0	
General Services	36	5	0	0	0	
Controllers			0	0	0	
GSD- Health & Human Svc	5	1	0	0	0	
Legal			0	0	0	
Mayor	1	0	0	0	0	
Parks & Recreation	21	11	6	0	1	
Planning/Develop.		0	0	0	0	4
Police	11	2	0	0	0	
Public Works	15	18	40	0	1	
Solid Waste	7	0	8	0	0	
Fleet Management	7	1	0			
Possible Additions	10	10	2	1	1	4
Total	120	52	56	1	3	8

<u>DEPARTMENT</u>	<u>LOCATION</u>	<u>SIZE</u>	<u>QTY.</u>	<u>AIR/NON-AIR</u>
Aviation	IAH Internal Affairs 16930 JFK BLVD	250 LB.	1	Air
Aviation	IAH SCM 18600 LEE RD.	250 LB.	1	No Air
Aviation	IAH A&G LUNCH ROOM 4500 WILL CLAYTON PKWY	500 LB.	1	Air
Aviation	IAH A&G BAY # 5 4500 WILL CLAYTON PKWY	500 LB.	1	No Air
Aviation	IAH A&G TOOL AREA 4500 WILL CLAYTON PKWY	500 LB.	1	No Air
Aviation	IAH PPM BREAKROOM 4500 WILL CLAYTON PKWY	500 LB.	1	Air
Aviation	IAH TERM A RACOM/BADGING BREAK ROOM 2800 NORTH TERMINAL RD.	250 LB.	1	Air
Aviation	IAH PUBLIC SAFETY 2800 NORTH TERMINAL RD.	250 LB.	1	Air
Aviation	IAH ARFF STATION # 54 19006 ALDINE WESTFIELD	250 LB.	1	No Air
Aviation	IAH ARFF STATION # 92 4301 WILL CLAYTON PKWY	250 LB.	1	No Air
Aviation	IAH ARFF STATION # 99 18580 CHANUTE RD.	250 LB.	1	No Air
Police	1500 West Dallas	250 LB.	1	Air
Police	7525 Sherman Street	500 LB.	1	Air

Police	1200 Travis, 16th Floor	250 LB.	1	Air
Police	9455 West Montgomery	250 LB.	1	No Air
Police	17000 Aldine Westfield - Houston Police Academy	250 LB. I	1	Air
Police	17000 Aldine Westfield - HPD North - Fire Arms Range	250 LB.	1	Air
Police	8402 Larson	250 LB.	1	Air
Police	8300 Mykawa Road - 2nd Floor Breakroom	500 LB.	1	Air
Police	17000 Aldine Westfield, Training Academy	250 LB.	1	Air
Police	811 Dallas Street	250 LB.	1	Air
Police	6000 Teague Road - NW Division	250 LB.	1	Air
Police	1200 Travis, 2nd Floor, General Services Dept.	250 LB.	1	Air
Police	8605 Westplace Drive	250 LB.	1	Air
Solid Waste Management	1506 Central (Collections)	1000 lb.	2	No Air
Solid Waste Management	5614 Neches (Collections)	1000 lb.	2	No Air
Solid Waste Management	11500 South Post Oak (Collections)	1000 lb.	2	No Air
Solid Waste Management	1245 Judiway (Collections)	1000 lb.	2	No Air
Solid Waste Management	9003 N. Main (ReUse Warehouse)	250 lb.	1	No Air
Solid Waste Management	5565 Kirkpatrick (Neighborhood Depository)	250 lb.	1	No Air
Solid Waste Management	5100 Sunbeam (Neighborhood Depository)	250 lb.	1	No Air
Solid Waste Management	6023 Winfern (Sommermeyer - Neighborhood Depository)	250 lb.	1	No Air
Solid Waste Management	2240 Central (Neighborhood Depository)	250 lb.	1	No Air
Solid Waste Management	10785 Southwest Freeway (Neighborhood Depository)	250 lb.	1	No Air
Solid Waste Management	5900 Westpark	250 lb.	1	No Air
Parks & Recreation	6501 Memorial Dr., Memorial Maintenance	1000 lb.	1	Air
Parks & Recreation	6501 Memorial Dr., Memorial Golf Course	1000 lb.	1	Air
Parks & Recreation	6501 Memorial Dr., Memorial Golf Course	1000 lb.	1	Air
Parks & Recreation	Memorial Park Tennis Center - 6000 Memorial Loop Drive	500 lb.	1	Air
Parks & Recreation	115 Sabine Street, Skate Park	250 lb.	1	Air

Parks & Recreation	2121 Central Avenue, Milby Maintenance	250 lb.	1	Air
Parks & Recreation	2020 Hermann Dr., Robinson Jr., Comm. Center	500 lb.	1	Air
Parks & Recreation	8910 Bissonnet, Bissonnet Maintenance	500 lb.	1	Air
Parks & Recreation	18203 Groeschke, Cullen Park Maintenance	500 lb.	1	Air
Parks & Recreation	5306 Eastex Fwy. - Kelly Maintenance	500 lb.	1	Air
Parks & Recreation	100 Waterwell Road - Kingwood Maint. Barn	500 lb.	1	Air
Parks & Recreation	5225 Calhoun Road - Horner Ford Tennis Center	250 lb.	1	Air
Parks & Recreation	Sims Bayou Maint. 9500 Martin Luther King Blvd.	250 lb.	1	Air
Parks & Recreation	6200 Wheeler, Wheeler Garage	500 lb.	1	Air
Parks & Recreation	6200 Wheeler, Wheeler Construction	1000 lb.	1	Air
Parks & Recreation	1500 Hermann Drive,, Hermann Garden Center	250 lb.	1	Air
Parks & Recreation	9506 South Gessner, Lee LeClear Tennis Center	250 lb.	1	Air
Parks & Recreation	8400 Mykawa Road, Law Park Jr. Golf Facility	250 lb.	1	Air
Parks & Recreation	8210 John Ralston, Brock Golf Course	500 lb.	1	Air
Parks & Recreation	8210 John Ralston, Brock Golf Concession	250 lb.	1	Air
Parks & Recreation	9720 Spaulding - Tidwell Community Center	250 lb.	1	Air
Parks & Recreation	1100 South Gessner, Marian Community Center	250 lb.	1	Air
Parks & Recreation	3502 Bellfort - Sunnyside Community CTR	250 lb.	1	Air
Parks & Recreation	6600 Bellaire, Sharpstown Golf Course	1000 lb.	1	Air
Parks & Recreation	311 South Wayside - Gus Wortham Golf Course	500 lb.	1	Air
Parks & Recreation	6520 Alameda Road - Hermann Maintenance	500 lb.	1	Air
Parks & Recreation	11600 Wallisville, Hermann Brown Maintenance	500 lb.	1	Air
Parks & Recreation	2001 Central Street - Milby Park	250 lb.	1	Air

Parks & Recreation	Lake Houston Park - 22031 Baptist Encampment - New Caney	250 lb.	1	Air
Parks & Recreation	Forestry Maintenance - 12025 Sowden Road	1000 lb.	1	Air
Parks & Recreation	502 Rusk, Downtown Maintenance Facility	250 lb.	1	Air
Fleet Management	50 Riesner - Garage	500 lb	1	Air
Fleet Management	3203 S Dairy Ashford	250 lb.	1	Air
Fleet Management	8300 Mykawa Road	250 lb.	1	Air
Fleet Management	8301 Ley Road	250 lb.	1	Air
Fleet Management	11500 South Post Oak	250 lb.	1	Air
Fleet Management	5617 Neches Street	250 lb.	1	Air
Fleet Management	1502 Central Street	250 lb.	1	Air
Fleet Management	1245 Judiway	250 lb.	1	Air
Street & Drainage Division	5500 McCarty	500 lb	1	Air
Street & Drainage Division	1700 East Crosstimbers	2000 lb	1	Air
Street & Drainage Division	5500 McCarty	1000 lb	1	Air
Street & Drainage Division	2701 Dalton	1000 lb	1	Air
Street & Drainage Division	747 Evergreen	500 lb	1	Air
Street & Drainage Division	747 Evergreen	1000 lb	1	Air
Street & Drainage Division	8430 Newcastle	1000 lb	3	Air
Street & Drainage Division	8430 Newcastle	500 lbs	1	Air
Street & Drainage Division	5900 Teague	1000 lb	1	Air
Street & Drainage Division	22615 W. Shorewood Loop	500 lb	1	Air
Street & Drainage Division	8002 Airline	500 lb	2	Air
Street & Drainage Division	8002 Airline	1000 lb	1	Air
Wastewater	12319 ½ Almeda Road	1000 lb	1	No Air
Wastewater	4211 Beechnut	1000 lb	1	No Air
Wastewater	10500 Bellaire	1000 lb	1	No Air
Wastewater	10518 Bellaire	1000 lb	1	No Air
Wastewater	7440 Cullen	1000 lb	3	No Air
Wastewater	6301 W. Fuqua	1000 lb	1	No Air
Wastewater	3100 Galveston Road	250 lb	1	No Air
Wastewater	3100 Galveston Road	500 lb	1	No Air
Wastewater	4550 Groveway	500 lb	1	No Air
Wastewater	255 Isolde	1000 lb	1	No Air
Wastewater	100 A Japhet	250 lb	2	No Air
Wastewater	7440 Cullen	250 Lb	1	No Air
Wastewater	9610 Kingspoint	500 lb	1	No Air
Wastewater	9500 Lawndale	1000 lb	2	No Air
Wastewater	5422 Mangum Road	1000 lb	1	No Air

Wastewater	2450 Rankin Road	1000 lb	1	No Air
Wastewater	2525 S/Sgt. Marcario Garcia	250 lbs	1	No Air
Wastewater	2525 S/Sgt. Marcario Garcia	500 lbs	2	No Air
Wastewater	2525 S/Sgt. Marcario Garcia	1000 lbs	3	No Air
Wastewater	14506 Smith Road	1000 lb	1	No Air
Wastewater	13525 W. Houston Center Blvd.	500 lbs	1	No Air
Wastewater	9400 White Chapel	1000 lb	1	No Air
Planning & Development Svcs	1002 Washington Ave.	270 lb Counter Top	4	Air
Fleet Maintenance	100 Japhet Bldg A.	1000 lb	1	Air
Fleet Maintenance	7101 Renwick	250 lb	1	Air
Fleet Maintenance	5410 McCarty, Bldg. C.	250 lb	1	Air
Fleet Maintenance	1700 E. Crosstimbers	250 lb	1	Air
Director, Public Works	611 Walker, 25th Floor	250 lb	1	Air
Utility Customer Service	4200 Leeland	250 lb	3	Air
Utility Customer Service	4215 Leeland	250 lb	1	Air
Materials Management B	319 St. Emanuel, WHSE #101	500 lb	1	No Air
Materials Management B	13211 West, WHSE #104	250 Lb	1	No Air
Traffic Operations Division	2200 Patterson	1000 lb	3	Air
Traffic Operations Division	2701 Dalton	500 lb	1	Air
Drinking Water	7004 Ardmore	500 lb	1	No Air
Drinking Water	4017 Campbell Road.	500 lb	1	No Air
Drinking Water	2300 Federal Road.	500 lb	1	No Air
Drinking Water	12555 Clinton Drive	500 lb	1	No Air
Drinking Water	105 Sabine St.	500 lb	1	No Air
Drinking Water	4410 Westpark Drive	250 lb	1	No Air
Drinking Water	10923 Stancliff Road	250 lb	1	No Air
Drinking Water	12423 Bellaire Blvd.	250 lb	1	No Air
Drinking Water	12121 N Sam Houston PKWY E.	250 lb	1	No Air
Drinking Water	3100 Genoa Red Bluff	250 lb	1	No Air
Drinking Water	449 West. 19th Street	250 lb	1	No Air
Safety, Security & Enviromental	611 Walker, Garden Level	250 lb	1	Air
Construction	1702 Seamist Drive	250 lb	1	Air
Construction	4300 S Wayside, Ste 109	250 lb	1	Air
E.B. Cape	4501 Leeland	250 lb	1	Air
GSD	900 Bagby, City Hall, 1st Floor	250 lb	1	Air
GSD	900 Bagby - City Hall Annex 2nd Floor	250 lb	1	Air
GSD	901 Bagby, City Hall, Basement	250 lb	1	Air

GSD - Facility Admin.	3026 Berry Road, Facilities	500 lb.	1	No Air
GSD - Fire Station #7 .	1402 Elgin	250 lb	1	No Air
GSD - Fire Station #12	1502 Alber	250 lb	1	No Air
GSD - Fire Station #15	5306 N. Main	250 lb	1	No Air
GSD - Old Fire Station #15	402 Tabor Street	500 lb	1	No Air
GSD - Fire Station #16	1700 Richmond Avenue	250 lb	1	No Air
GSD - Fire Station #17	2805 Navigation	500 lb	1	No Air
GSD - Fire Station #21	10515 S. Main St	250 lb	1	No Air
GSD - Fire Station #25	3902 Scott St.	250 lb	1	No Air
GSD - Fire Station #27	6515 Lyons Avenue	250 lb	1	No Air
GSD - Fire Station #28	3000 Chimney Rock	250 lb	1	No Air
GSD - Fire Station #29	4821 Old Galveston Road	250 lb	1	No Air
GSD - Fire Station #30	6702 Irvington	250 lb	1	No Air
GSD - Fire Station #31	222 W. Crosstimbers	250 lb	1	No Air
GSD - Fire Station #38 .	1120 Silber Road	250 lb	1	No Air
GSD - Fire Station #39 .	5810 Pickfair Street	250 lb	1	No Air
GSD - Fire Station #42 .	8675 Clinton Drive	250 lb	1	No Air
GSD - Fire Station #43	7330 N. Wayside Drive	250 lb	1	No Air
GSD - Fire Station #45	4910 McCarty	250 lb	1	No Air
GSD - Fire Station #46	3902 Corder Street	250 lb	1	No Air
GSD - Fire Station #55 .	11212 Cullen	250 lb	1	No Air
GSD - Fire Station #60	2925 Jeanetta St	250 lb	1	No Air
GSD - Fire Station #63	5626 Will Clayton Parkway	250 lb.	1	No Air
GSD - Fire Station #64	3000 Greens Road	250 lb	1	No Air
GSD - Fire Station #66	5800 Teague Road	250 lb	1	No Air
GSD - Fire Station #67	1616 West Little York	250 lb	1	No Air
GSD - Fire Station #68	8602 Bissonnet	500 lb	1	No Air
GSD - Fire Station #69	1102 West Belt South	250 lb	1	No Air
GSD - Fire Station #71	15200 Space Center Blvd	250 lb	1	No Air
GSD - Fire Station #72	17401 Saturn Lane	250 lb.	1	No Air
GSD - Fire Station #75	1995 South Dairy Ashford	250 lb.	1	No Air
GSD - Fire Station #78	15100 Memorial Drive	250 lb.	1	No Air
GSD - Fire Station #82	11250 Braesridge	250 lb.	1	No Air
GSD - Fire Station #86	14300 Briar Forest	250 lb.	1	No Air
GSD - Fire Station #93	911 FM 1959	500 lb.	1	No Air
GSD - Fire Station #102	4102 West Lake Houston Pkwy	250 lb.	1	No Air
GSD/PM Crafts & Trades	2707 Dalton	500 lb.	1	No Air
GSD/H & H Services	4014 Market Street - Library	250 lb.	1	Air
H & H Services/GSD	7411 Park Place, Public Health Eng.	500 lb.	1	No Air

H & H Services/GSD	1115 South Braeswood, Laboratory	250 lb.	1	Air
H & H Services/GSD	6719 W. Montgomery	250 lb.	1	Air
H & H Services/GSD	2700 Evella, BARC	250 lb.	1	Air
H & H Services/GSD	4802 Lockwood, Kashmere MSC	250 lb.	1	Air
GSD - ARA	2020 McKinney	250 lb.	1	Air
Mayor's Office	901 Bagby, City Hall, 3rd Floor	250 lb	1	Air

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR ICE MACHINE RENTAL SERVICES FOR VARIOUS DEPARTMENTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

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

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
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- D. MWBE SUBCONTRACT TERMS
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- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

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 a corporation):

By: _____

By: _____

Name:

Name:

Title:

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

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" titled Scope of Work/Specifications & "BB List of Locations".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

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

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

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

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

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR

SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

3.0 INDEMNIFICATION PROCEDURES:

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

4.0 INSURANCE:

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

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

- 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- 4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

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

- 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.0 WARRANTIES:

- 5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
 - 5.2.1 that all items are free of defects in title, material, and workmanship,
 - 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
 - 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
 - 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **12%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

9.2.1 a copy of its drug-free workplace policy,

9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

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

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

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

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

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

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

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 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.
- 12.3 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.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

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

III. DUTIES OF CITY

1.0 **PAYMENT TERMS:**

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

2.0 **TAXES:**

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

3.0 **METHOD OF PAYMENT:**

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

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 \$50,000. A Change Order of more than \$50,000 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.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

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

2.0 NOTICE TO PROCEED:

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

3.0 RENEWALS:

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

4.0 TIME EXTENSIONS:

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts

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

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

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.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

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

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

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

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

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

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

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

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 4 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 therefor.

EXHIBIT "A" DEFINITIONS

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Director" mean the Directors 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.

"Shutdown" is defined as the Contractor ceasing operation and maintenance functions for a period of time of at least 4 hours or greater.

EXHIBIT "B"
SCOPE OF WORK/SPECIFICATIONS
(To be inserted by the City)

EXHIBIT "BB"
LIST OF LOCATIONS
(To be inserted by the City)

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY
(To be inserted by the City)

EXHIBIT "D"
MWBE REQUIREMENTS
(To be inserted by the City)

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS
(To be inserted by the City)

ATTACHMENT "D"
CITY OF HOUSTON

(To be inserted by the City)

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT
(To be inserted by the City)

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT
(To be inserted by the City)

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION
(To be inserted by the City)

(Title)

EXHIBIT "H"
FEEES AND COSTS
(To be inserted by the City)

EXHIBIT "I"
PAY OR PLAY PROGRAM
(To be inserted by the City)