



CITY OF HOUSTON, TEXAS
NOTICE OF BEST VALUE BID (BVB)
SOLICITATION NO.: S19-L25801

**"PARTNERING TO BETTER
 SERVE HOUSTON"**

NIGP CODE:

936-09

**SOLICITATION DUE
 DATE/TIME:**

OCTOBER 13, 2016 at 10:30 A.M., CST

SUBMITTAL LOCATION:

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

DESCRIPTION:

**FIRE AND SECURITY ALARM SYSTEM MAINTENANCE,
 INSPECTIONS, TESTING AND MONITORING SERVICES**

PRE-BID CONFERENCE:

<i>Date</i>	<i>Time</i>
09-28-2016	1:30 PM

Location
**SPD, 901 Bagby,
 Conference Rm. 2
 (Lower Level), Houston,
 TX 77002**

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

**Solicitation Contact Person:
 Roy Korthals**

Name

roy.korthals@houstontx.gov

E-Mail Address

John J. Gillespie, Chief Procurement Officer

09-15-16

Date

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1.0 SUBMITTAL PROCEDURE:

1.1 Sealed bids, two (2) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and four (4) additional electronic flash drive copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

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

1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.

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

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

2.0 BEST VALUE BID FORMAT:

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

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

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

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Pay or Play Program Acknowledgement Form
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)
Contractor's Questionnaire
List of Subcontractor(s)
M/WBE Attachment A & B Forms
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements

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Four (4) Electronic Flash Drives

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

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
EEOC
Formal Instructions for Bid Terms
Sample Insurance Over \$50,000
Insurance Endorsements
Performance Bond
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

3.0 PRE-BID CONFERENCE:

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, Roy Korthals, telephone: (832) 393-8734, fax: (832) 393-8758, or e-mail (preferred method to): roy.korthals@houstontx.gov, no later than October 4, 2016 at 5:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

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

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

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

8.0 ACCEPTANCE AND REJECTION OF BIDS:

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

8.2 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.

9.0 HIRE HOUSTON FIRST:

9.1 Designation as a City Business or Local Business

9.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

9.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

9.1.3 Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center, 611 Walker, Lobby Level, Houston, TX 77002 (832) 393-0954 or Applications may be submitted via e-mail to houstonBSC@houstontx.gov or faxed to 832.393.0650.

9.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--- Pursuant to Chapter 15 of the City Code of Ordinances

9.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS ,”AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

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10.0 PROTEST:

10.1 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:

10.1.1 The name, address, telephone number, and email address of the protestor.

10.1.2 The number of the solicitation.

10.1.3 Information confirming that the protestor is an interested party.

10.1.4 A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.

10.1.5 The signature of the protestor.

10.2 Protests shall be submitted to: Chief Procurement Officer, City of Houston, 901 Bagby B300, Houston, TX 77002.

10.3 The City recognizes three types of protests:

10.3.1 Protests regarding solicitation (Pre-Submission Protest)

10.3.2 Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.

10.3.3 Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest)

10.3.4 Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.

10.4 Protests made after City Council's decision to award a contract (Post-Award Protest)

10.4.1 Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.

10.5 Any protest received after the applicable deadline will not be considered.

11.0 NO CONTACT PERIOD:

11.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **March 28, 2017** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB, or to reject any or all Bids

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received prior to Contract award.

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

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EXHIBIT A
[DEFINITIONS]

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

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

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

"City Chief Procurement Officer" 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 Chief Procurement Officer acting within the limits of delegated authority.

"Contractor Administrator" means 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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer to Contractor instructing Contractor to begin performance.

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

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SECTION B SCOPE OF SERVICES Part 1 of 3

1.0 SCOPE OF SERVICES:

- 1.1 The Contractor shall furnish all supervision, labor, transportation, tools & equipment, and supplies necessary to provide alarm monitoring, inspections, sensitivity testing, maintenance, repairs, and Twenty-four (24) hour answering / telephone response services for the General Services Department (which includes Health Department, Library Department, Police Department, Fire Department, and General Government) and for Public Works and Engineering, Houston Airport System, Solid Waste Management and the Houston Parks and Recreation Department's per **Exhibit BB**. Contractor shall respond physically (be on site) to emergencies within two-hours after being contacted should a fire alarm and/or sprinkler system malfunction.
- 1.2 Each annual maintenance inspection and if necessary any repair visit shall include an inspection of all equipment pertaining to the fire alarm systems, and certification of such that the equipment/system is in compliance with NFPA 72®: National Fire Alarm and Signaling Code and any State of Texas, City of Houston, or other regulatory agencies that might have jurisdiction over the Fire Alarm System.
- 1.3 The Contractor shall provide a detailed and State of Texas approved service report for each inspection and maintenance call. One copy will be left with the Building Superintendent one copy will be retained by the Contractor. Whenever required by the State of Texas a copy of such inspection report to be forwarded to the State by the Contractor. The service report for each repair service shall include a brief description of the problem, as well as the remedies employed. The Contractor shall return all replaced parts to the City. Whenever possible, the Contractor is to use original equipment manufacturers replacement parts. The parts must be new.
- 1.4 No extra travel or trip charges will be added for any of the services provided.
- 1.5 Within thirty days of the contractor being given a Notice to Proceed, the contractor will provide the COH with a list of all proprietary equipment that includes the location and equipment manufacturer.
- 1.6 The cost for repairs to any proprietary equipment that the contractor cannot work on will be based on the cost to the Contractor for such services plus a percentage of markups.
- 1.7 The Contractor shall identify all proprietary equipment and provide the COH with a cost to replace, only the necessary equipment, with non proprietary equipment within ninety days of the contract implementation. The COH is under no obligation to replace the equipment and will do so entirely at its own discretion.

2.0 RESPONSIBILITIES:

- 2.1 The City shall provide the awarded contractor with the names and telephone numbers of the primary and secondary contacts for each location to be included in this agreement. The City shall also update the list periodically to ensure accuracy.
- 2.2 The General Services Department shall secure intrusion alarm permits, and no installation or monitoring is to take place for a facility without a valid permit.
- 2.3 The City shall provide and maintain the communications lines necessary for the alarm monitoring services specified in the contract.
- 2.4 It is the Contractor's responsibility to survey each location for the purpose of identifying all Fire equipment, hardware, wiring, and etc. The City's failure to list any Fire equipment, hardware, wiring, and etc. does not exclude it from coverage on the contract. All Fire Alarm equipment, hardware and wiring listed in the locations in Exhibit XII are to be covered in the contract.

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2.5 RELATED DOCUMENTS:

- 2.5.1 The requirements of NFPA 72. National Fire Alarm Code, 2007 Edition and the Texas Insurance Code and Fire Alarm Rules apply to this specification, as adopted by the State of Texas. All work shall be done within the requirements of these and any other state or local Codes.
- 2.5.2 In conformance to NFPA 72. National Fire Alarm Code, 2007 Edition, the contractor must maintain a sufficient number of the appropriately certified staff to provide the services specified in the contract. The contractor's technicians should have NICET, or approved equal certification, Levels 2, 3, or 4 depending on the scope of services they are to provide. The contractor must have a minimum of at least two (2) level 3 and one (1) level 4 certified individuals that are permanently employed by the Contractor. Contractor must include copies of the Licenses for these individuals with his/her proposal to be considered.

3.0 FIRE ALARM SYSTEMS:

- 3.1 **Maintenance and Inspection (As Defined/Specified In NFPA 72®: National Fire Alarm and Signaling Code.)**
 - 3.1.1 The Contractor shall provide a 24-hour emergency telephone number.
 - 3.1.2 Contractor shall respond to emergencies within 2 hours.
 - 3.1.3 On-site personnel of Contractor, including subcontractors who perform services at any HPD facility under this Agreement shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at HPD headquarters located at 1200 Travis. Contractor is responsible for the cost of badges, including replacements thereof. Personnel losing badges will be charged for replacement badges at the then-current rate.
 - 3.1.4 Contractor shall obtain City contractor badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on any GSD property. Badges can be obtained thru GSD security located at 611 Walker annex.
- 3.2 Scheduled maintenance inspection shall be performed as defined in NFPA 72®: National Fire Alarm and Signaling Code.)
 - 3.2.1 Failure to make scheduled annual maintenance and inspections can result in the termination of this contract.
- 3.3 Each scheduled maintenance inspection, and if necessary repair visit shall include an inspection of all equipment pertaining to the fire alarm system(s), and certification of in compliance with NFPA 72®: National Fire Alarm and Signaling Code and any State of Texas, City of Houston, or other regulatory agencies that might have jurisdiction over the Fire Alarm System.
 - 3.3.1 The contractor's field representative shall notify the department's facilities operation and maintenance division liaison in writing of any replacement parts and labor cost during scheduled inspections and/or maintenance repair visits.
 - 3.3.2 Failure of equipment between the scheduled inspections shall be the responsibility of the Contractor and shall be repaired at no cost to the city. If the system cannot be repaired the contractor will notify the department coordinator and provide them with a proposal for replacement per contractual rates for services and parts. The contractor shall also provide a written report on why the system cannot be repaired and source of failure.
 - 3.3.3 Upon execution of the agreement between the contractor and City of Houston, the Contractor shall have a period of 30 days to transfer all monitoring services to the contractor's central monitoring station. Prior to the transfer, the contractor shall provide the department liaisons with the name of the selected monitoring company. The selected monitoring company must have at least five years experience servicing an account similar in size to the COH's. Any monitoring companies that have had performance issues with the COH in the past shall not be utilized. It is the contractor's full responsibility to insure all covered facilities are monitored at all times and that there is no lapse of service during the contract transition.

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3.4 Refrigeration Monitoring

3.4.1 The Contractor shall provide twenty-four (24) hour temperature monitoring of walk-in coolers and refrigeration units at the locations listed in **Exhibit BB**.

3.5 False Alarm Rate

3.5.1 Not more than ten (10) false alarms at each refrigeration or security monitoring facility shall be acceptable during a one (1) year period. This shall apply only to false alarms caused by wiring or equipment failure. Contractor shall notify the department when false alarms exceed the standard. Contractor shall recommend actions to reduce false alarms for department review.

3.6 Testing/Maintenance

3.6.1 Fire Alarm System

3.6.1.1 Contractor shall conduct annual test of all smoke detectors, pull stations, annunciators, control units, voice/alarm communication systems, and heat detectors.

3.6.1.2 A licensed fire alarm system service company shall test all fire alarm systems. All testing and maintenance shall be in accordance with nationally recognized standards. Test operation of all auxiliary functions of alarm system including, but not limited to: visible alarm devices, electronic locking devices, automatic door hold-open devices, smoke dampers, elevator recall, stair pressurization and HVAC shutdown. Maintain documentation of test results. Audibility of all alarm sounding devices should be checked, verified in accordance with NFPA 72, and documented at least every 3 years by the fire alarm system service company

3.6.2 Fire Pumps

3.6.2.1 Contractor shall conduct annual Flow Test at all locations

3.6.2.2 All flow tests shall be performed by a licensed automatic fire sprinkler company, and shall be conducted in accordance with nationally recognized standards. Maintain documentation of test results.

3.6.3 Wet-Pipe Sprinkler Systems

3.6.3.1 Contractor shall conduct a quarterly test on the Water-flow alarm, supervisory devices and main drain.

3.6.3.2 Contractor shall conduct an annual test of all systems. The test will be in compliance with NFPA 72®: National Fire Alarm and Signaling Code section governing this type of application.

3.6.4 Dry-Pipe Sprinkler Systems

3.6.4.1 Contractor shall conduct a quarterly test of water-flow alarms, low pressure alarms, and priming water level.

3.6.4.2 Contractor shall test, inspect and tag annually all dry-pipe sprinkler systems. The test shall be conducted by a licensed automatic fire sprinkler company and be performed in compliance with NFPA 72®: National Fire Alarm and Signaling Code section governing this type of application.

3.6.4.3 Contractor shall maintain documentation of all annual test results. Maintain logs or records of weekly/monthly inspections of system components.

3.6.5 Control Valves

3.6.5.1 Contractor shall conduct an annual test of all control valves.

3.6.5.2 Special attention shall be given to the complete exercising of each control valve through its full range, and return

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to its normal position, to check for valve seizure, broken steams, leakage or other conditions that might impair proper operation of the valves. Reset and relocked as appropriate.

3.6.5.3 Contractor shall perform a Partial Trip Test – Annually and a Full Trip Test – Every 3 years in compliance with NFPA 72®: National Fire Alarm and Signaling Code section governing this type of application.

3.6.6 Fire Department Standpipe and Sprinkler Systems Connections

3.6.6.1 Contractor shall conduct a flow test of all fire department connections, piping, and check valve assemblies – once in a 5 year term.

3.6.6.2 Contractor shall have all Fire Department Connections (FDC) and piping assembly systems tested by licensed automatic fire Sprinkler Company; and maintain documentation of test results.

3.6.7 Standpipe Systems

3.6.7.1 Wet System

3.6.7.1.1 Contractor shall conduct flow test every 3 years. Flow required volume of water at design pressure.

3.6.7.1.2 Contractor shall conduct a flow test of each standpipe system zone.

3.6.7.1.3 The flow test shall be conducted by a licensed automatic fire sprinkler company and shall be in accordance with nationally recognized standards. Maintain documentation of test results.

3.6.7.2 Dry System

3.6.7.2.1 Contractor shall conduct a hydrostatic test every 3 years.

3.6.7.2.2 200 PSI for 2 hours or 50 PSI over maximum working pressure.

3.6.7.2.3 Contractor shall conduct a hydrostatic test using a licensed automatic fire sprinkler company on dry pipe standpipe systems and dry portions of wet pipe systems.

3.6.7.2.4 Contractor shall maintain documentation of test results.

3.6.8 Pressure Regulating Valves

3.6.8.1 Contractor shall conduct a flow test every 3 years.

3.6.8.2 Fully sprinkled buildings: test 10 percent of valves in system.

3.6.8.3 Conduct a flow test on all fire hose connection pressure regulating valves (PRV). Flow tests shall be conducted by a licensed automatic fire sprinkler company, and shall be in accordance with the manufacturer's instructions. Maintain documentation of test results. Special attention shall be given to the complete exercising of each PRV through its full range, and return to its normal position, to check for valve seizure, broken steams, leakage or other conditions that might impair proper operation of the valves. Reset and relocked as appropriate.

3.6.8.4 Building and parking structure pressure regulating valves shall be tested separately.

3.6.8.5 In buildings where vehicle parking occupancy is within the building, at least two valves must be tested in parking occupancy and at least two in building occupancy areas.

3.6.9 Pressure Reducing Devices

3.6.9.1 Contractor shall inspect annually.

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3.6.9.2 Contractor shall conduct a flow test every 3 years.

3.6.9.3 Fire hose connections with Pressure Reducing Devices (ex: washer-type flow restrictors) shall be inspected by licensed fire protection equipment company annually in conjunction with annual fire hose inspections, to verify that the devices are in place. Flow test every 3 years to verify correct flow and pressures are provided. Maintain documentation of all flow tests.

3.6.10 Water Storage Tanks

3.6.10.1 Contractor shall conduct inspections every 3 years.

3.6.10.2 Contractor shall ensure that the gravity tank/fire pump supply tank interior is inspected by a licensed automatic fire sprinkler company.

3.6.10.2.1 Inspection and testing shall be performed in accordance with nationally recognized standards. Maintain documentation of test results

3.6.11 Fire and Smoke Dampers

3.6.11.1 Contractor shall on a semi-annually basis – have all accessible fire/smoke dampers assemblies in mechanical, electrical, or air handler rooms and spaces, or in fire separation walls, or in floors, visually inspected to verify that damper operations are not obstructed or impaired.

3.6.11.2 Test shall be performed by authorized building or contract personnel.

3.6.11.3 Contractor shall maintain written logs and records of all inspections.

3.6.11.4 Every 3 years the Contractor shall conduct a full function test and maintenance on all fire/smoke dampers (exception: radiant type damper assemblies), in compliance with NFPA 72®: National Fire Alarm and Signaling Code section governing this type of application

3.6.11.5 All testing and maintenance shall be conducted in accordance with manufacturer's guidelines and nationally recognized standards, in compliance with NFPA 72®: National Fire Alarm and Signaling Code section governing this type of application

3.6.11.6 All tests shall be conducted by a licensed mechanical contractor.

3.6.11.7 Contractor shall maintain documentation of all test results.

3.6.12 Radiant Type Fire Dampers

3.6.12.1 Annually –Contractor shall test and maintenance on a minimum of 25 percent of total number of radiant dampers per floor in multi-story, or per fire zone in single story occupancies. If any of the dampers tested fail, then all remaining dampers on that floor or in that fire zone will be tested.

3.6.12.2 Contractor shall ensure that all dampers have been tested within a 4-year cycle.

3.6.12.3 Contractor shall maintain documentation of all test results and completion of any repairs that may have been done, and identify which dampers have been tested each cycle.

3.6.13 Smoke Control Systems

3.6.13.1 Contractor every three years shall have Smoke Control System (Stair Pressurization/Smoke Removal System) inspected, and tested, per Building Code/Mechanical Code specifications, by a licensed mechanical contractor.

3.6.13.2 Contractor shall maintain documentation of all test results.

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3.6.13.3 **Annually** – all fan(s) and automatic fire/smoke dampers connected to a fire alarm system shall be operationally tested in conjunction with the fire alarm system. Verification that fans and automatic dampers activated by the fire alarm system do operate upon any alarm shall be included with fire alarm system reports from an approved licensed fire alarm company.

3.6.13.4 Contractor shall maintain documentation of all test results.

3.6.14 Cooking Vent Hood Fire Suppression Systems

3.6.14.1 Semi-annual – Vent hood fire suppression systems shall be inspected in accordance with manufacturer's instructions and nationally recognized standards and service tagged by a licensed fire protection equipment company every 6 months.

3.6.14.2 Contractor shall maintain documentation of all inspection results.

3.6.15 Cooking Vent Hood Systems

3.6.15.1 Hoods, grease-removal devices, fans, ducts, and other appurtenances shall be cleaned at intervals necessary to prevent the accumulation of grease.

3.6.16 Special Extinguishing Systems

3.6.16.1 Annually – all special fire extinguishing systems (ex: CO₂, Halon, Clean agents, Deluge, Foam Agents, etc.) shall be inspected, tested, and tagged annually by a licensed fire protection systems company, in accordance with manufacturer's instructions and nationally recognized standards.

3.6.16.2 Contractor shall maintain documentation of all inspection and test results.

3.6.17 Elevator Recall

3.6.17.1 Monthly – per State of Texas Elevator Code requirements, all elevators equipped with fire service recall shall have such functions tested and documented monthly by approved building personnel.

3.6.17.2 Contractor shall maintain documentation of all quarterly test performed by building personnel.

3.6.18 Fire Alarm Annual Inspection & Maintenance

3.6.18.1 Contractor shall inspect and maintain all fire alarm equipment to NFPA standards at the locations listed according to an Inspection and Maintenance Agreement Check List that meets or exceeds the NFPA requirements.

3.6.18.2 Contractor shall provide to the department a report after each Inspection and Maintenance service.

3.6.18.3 Contractor will leave a copy of such a report at the inspection site and forward a copy to the department. Any repairs made should have the prior approval of the department's representative.

3.6.18.4 All labor, materials and supplies necessary to perform the services on the Annual Inspection and Maintenance Agreement Checklist shall be included in the monthly charge/invoice for inspections and maintenance listed in the fee schedule. Any repairs identified at the time of the inspection shall be billed on a time and material, plus markup, as defined in the fee schedule of the contract. All repairs should be brought to the attention of the department coordinator and no actions should be taken until approval from the department coordinator is received.

3.6.18.5 The inspections & service as described shall be performed on an annual basis, pre-scheduled with the City of Houston, with adequate notice to allow notification of all occupants. Inspections or service may be required during after hour's times while no occupants are present, at the City of Houston's sole discretion.

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3.6.18.6 Inspections & Tests shall include all functional tests required by Code, whether or not specifically described herein and as outline in Exhibit XIII.

3.6.18.7 Contractor shall conduct sensitivity test on 50% of the devices yearly or 100% every two years at the locations listed according to an Inspection and maintenance Agreement Check list that meets or exceeds the NFPA requirements. Contractor shall provide to the department the sensitivity inspection reports. Any repairs made should have the prior approval of the department representative for all labor, material and supplies necessary to perform the services.

3.6.18.7.1 Tests of all the devices and components in each Fire Alarm System shall be conducted as follows:

Fire Alarm Control Panels shall be fully tested for proper fuse values, power supply outputs, fully functional lamps and LEDs including proper zone or device labels, and proper function of all control features including, but not limited to:

- 3.6.18.7.1.1 Signal circuit activation
- 3.6.18.7.1.2 Fire Department Notification (Monitoring) connection
- 3.6.18.7.1.3 Air Handler Shutdown
- 3.6.18.7.1.4 Alarm Verification, if programmed active
- 3.6.18.7.1.5 Elevator Recall Operation, if applicable
- 3.6.18.7.1.6 Proper Supervisory Circuit operation
- 3.6.18.7.1.7 Proper Trouble Supervision operation
- 3.6.18.7.1.8 ASD operation
- 3.6.18.7.1.9 Pre-Alarm Panels

3.6.18.8 Ceiling Smoke Detectors shall be functionally tested with a UL approved canned smoke solution, or other approved method to ensure activation of each unit.

3.6.18.8.1 Once every two years these units shall be sensitivity tested in accordance with NFPA 72. National Fire Alarm Code, 2007 Edition and any out of calibration devices will be replaced at no charge.

3.6.18.9 Air Duct Smoke Detectors shall be functionally tested by a City of Houston approved method to ensure activation of each unit. Air Handler Unit Shutdown will be verified for each Detector unit and so noted on the Inspection Report. Once every two years these units will be sensitivity tested in accordance with NFPA 72. National Fire Alarm Code, 2007 Edition and any out of calibration devices will be replaced at no charge to the City. Physically contaminated devices will be cleaned prior to sensitivity tests.

3.6.18.10 Heat Detectors shall be functionally tested with a heat source for restorable units or tested electrically by testing the wire connected to the device for non-restorable units.

3.6.18.11 Manual Pull Stations shall be operated by opening the unit to ensure it has not been painted shut or otherwise disabled. Keyed operation is acceptable if that function tests the mechanical operating condition of the device.

3.6.18.12 Audible/Visible Indicating Appliances shall be visibly inspected to ensure no units are obstructed and that all evacuation signals are audible above ambient noise. The Inspection Report shall note any areas or devices that are not ADA compliant or where adequate audibility is not present. Recommendations shall be made in the Inspection Report for having adequate audibility and strobe placement. This test may be performed after regular business hours at the discretion of the Building Superintendent.

3.6.18.12.1 Supervisory Circuits shall be tested by manually tripping the device, taking every precaution to deactivate any circuit or mechanism that will actuate agent discharge or secondary function. Simulating a condition is an acceptable test method providing a full circuit test is accomplished.

3.6.18.12.2 Remote Power Supplies shall be tested for supervision by removing circuit wiring to indicate a trouble condition on the main control panel.

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4.0 INTRUSION ALARM SYSTEMS:

4.1 Notification Procedure

- 4.1.1 If a security alarm is triggered during regular business hours, the monitoring company shall attempt to contact the designated person(s) on the contact list at the site, and then dispatch a patrol unit if attempts to contact the site fail.
- 4.1.2 If a security alarm is triggered after normal business hours (6:30 pm to 6:30 Monday through Friday, observed City holidays, and 24 hours a day on Saturday and Sunday), the contractor must dispatch a patrol unit to verify an actual intrusion has occurred, and contact the designated person(s) on the contact list for the facility. The patrol unit must then call Houston Police Department (HPD) if there are signs of an intrusion at the facility. The patrol unit must stay onsite until the building is secured, or dismissed by the facility key-holder / City representative.
- 4.1.3 The contractor shall immediately notify the designated City representative or primary back-up if a location is not operational or is unable to be monitored.

4.2 Monitoring

- 4.2.1 The Contractor shall provide twenty-four hour, seven-day a week monitoring service for fire and/or security alarms.
- 4.2.2 Contractor shall be responsible for programming the alarm panels at each location to be monitored at no additional cost.
- 4.2.3 Open and close reports shall be available as requested by individual sites and or department representatives. (Some sites will require reports weekly, monthly or on an as needed basis).

4.2.4 Elevator Monitoring

- 4.2.4.1 The Contractor shall provide 24-hours a day, 7-days a week monitoring services at a central station/facility of City-installed elevator telephones. In the event of a call from an elevator phone, the Central Station will notify the designated department representative.

4.2.5 Refrigeration Temperature Monitoring

- 4.2.5.1 The Contractor shall provide 24-hours a day, 7-days a week monitoring services at the Houston Health Department facilities of low temperature refrigeration units and walk-in coolers.
- 4.2.5.2 The central monitoring station shall notify the designated H&HS representative if a refrigeration alarm has been activated.
- 4.2.5.3 Contractor shall verify proper operating condition of all monitoring systems.
- 4.2.5.4 Contractor shall verify correct temperature settings for all monitoring systems (Freezers=0-5 degrees F; Refrigerators=36-46 degrees F).
- 4.2.5.5 Contractor shall provide site training on the retrieval of data from the alarm panels to determine how long a unit was out of the acceptable temperature range.
- 4.2.5.6 Contractor shall provide the manufacturer name and model number for all monitoring devices covered under their contract at Health Department facilities.
- 4.2.5.7 Contractor shall maintain and inspect refrigeration units for all locations.
 - 4.2.5.7.1 Inspection must occur every three months.

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4.2.5.8 Contractor shall maintain copies of actual inspection and maintenance records for all locations.

4.2.6 Maintenance

4.2.6.1 The Contractor shall furnish all management, supervision technicians, equipment and supplies necessary to monitor the alarm systems and maintain the systems in proper working order.

4.2.6.2 The designated City representative shall be able to contact the contractor by telephone 24-hours a day in the event of an emergency.

4.2.6.3 Scheduled maintenance visits by contractor shall include an inspection of all alarm system equipment. Certifications of such inspections and repairs shall be in compliance with the State of Texas Rules and Regulations pertaining to alarm maintenance and monitoring, as well as applicable City Codes.

4.2.6.4 Maintenance shall be done exclusively by the contractor. No sub-contractors will be allowed to maintain or repair alarm systems without specific authorization by the City's representative

4.2.6.5 A manufacturer-trained certified representative shall maintain and repair alarm systems.

4.2.6.6 The City reserves the right to obtain a second opinion on recommended repairs that would be considered major replacements or overhauls to any system. If the second opinion concludes that such repairs are not warranted, the contractor shall make only the repairs that were deemed necessary, or the City may decide to have another company make the necessary repairs.

4.2.7 Repairs

4.2.7.1 The Contractor shall furnish all management, supervision technicians, equipment and supplies necessary to repair the alarm systems and return the systems to proper working order.

4.2.7.2 A manufacturer-trained certified representative shall repair alarm systems.

4.2.7.3 All repairs shall be done exclusively by the contractor. No sub-contractors will be allowed to repair alarm systems without specific authorization by the City's representative.

4.2.7.4 All repairs shall be in compliance with the State of Texas Rules and Regulations pertaining to alarm maintenance and monitoring, as well as applicable City Codes.

4.2.8 Installation and Equipment

4.2.8.1 The installation of a new system will not be a common occurrence. However, if a new system is needed; it will be because the existing system is beyond repair or a system never existed at the site.

4.2.8.2 The Contractor shall possess the most recent and corresponding software that will integrate with the security and fire alarms systems at each City facility and possess factory authorized and current operating password(s) that allows complete system access to each City facility. Contractor shall have the capability to program all security panels remotely.

4.2.8.3 Installation charges shall consist of the quoted prices for all component parts used plus the hourly labor charge. The amount of the labor time billed per installation shall not exceed the industry average.

4.2.8.4 Component parts not listed on the bid sheet are to be billed to the City at the lowest rate charged to any other of the contractor's customers.

4.2.8.5 The Contractor shall not install any proprietary equipment or features in furtherance of this agreement. The Contractor may, of course, reconfigure or re-program to enable monitoring, but shall not make systems dependent on the Contractor exclusively at the expense of the City.

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- 4.2.8.6 The equipment installed at any location must be upgradeable without having to be replaced.
- 4.2.8.7 The equipment installed at any location must use Bosch/Radionics or a City of Houston approved equivalent technology.
- 4.2.8.8 Installed systems location must be able to produce open and close reports as needed.
- 4.2.8.9 If the Contractor chooses to install replacement equipment instead of repairing existing equipment the equipment must meet the requirements of this section and becomes the property of the City.
- 4.2.9 Verified Response**
- 4.2.9.1 When a security alarm is detected after hours, the contractor's monitoring personnel shall dispatch a patrol unit (private) to verify that an actual intrusion has occurred. The site must be called first if the security alarm is triggered during normal business hours and a unit dispatched only after attempts to contact the site or designated persons have failed.
- 4.2.9.2 The verified response component of this agreement may be performed by the alarm maintenance company, a subcontractor or a company that is contracted by the City for this purpose.
- 4.2.9.3 The party responsible for providing this verified response (monitoring company's personnel, subcontractor or Security Company) shall employ sufficient personnel to respond to multiple calls across the City of Houston at any hour of the day or night, and units should be disbursed across the City in order to assure quick response times.
- 4.2.9.4 The responding security patrol unit shall immediately call 911 if it is determined that an intrusion has occurred or is in progress.
- 4.2.9.5 The responding security patrol shall not enter the building if there is potential that an intruder may still be on the premises.
- 4.2.9.6 If an intrusion has occurred, and after police arrive, the patrol unit shall provide police officers with a statement and shall take pictures of the site and document the intrusion.
- 4.2.9.7 The security patrol unit shall not leave the scene until the property is secured by the responsible City employee. The monitoring company shall be responsible for contacting the City's representative or primary back up.
- 4.2.10 Annual Inspections**
- 4.2.10.1 Annual fire and security alarm inspections, including security alarm system components, battery replacement, and testing, shall be conducted by the contractor in accordance with industry standards and State and Local regulations and ordinances.
- 4.2.10.2 The annual preventive maintenance service and inspection shall be noted in the biweekly activity reports. The invoice for this service will have a "test report" attached before payment can be approved. The test report will detail the services and parts that were replaced.
- 4.2.11 Service Response Time (Except for Security Alarm Signals):**
- 4.2.11.1 The Contractor shall respond within one (1) hour with a minimum of one (1) qualified technician after receipt of notification request from an authorized representative of the City of Houston.
- 4.2.11.2 The Contractor shall maintain a manned (24) hour phone number for emergencies.
- 4.2.12 Repair Records and Logs**
- 4.2.12.1 The Contractor shall maintain a service log in sufficient detail that will enable the City's representative to

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determine whether repair services are completed in accordance with the terms of these specifications and the contract. The service call log shall be available for inspection by the City's representative upon request.

4.2.12.2 The monitoring company and security patrol unit (if separate) shall keep detailed logs of all calls and dispatches that involve City property.

4.2.13 False Alarms

4.2.13.1 Not more than ten (10) false alarm responses at each facility will be acceptable during a one (1) year period. This will apply only to false alarms responses caused by wiring, equipment failure, and anomalous weather activity (high winds, etc.), and user error.

4.2.13.2 Contractor shall notify the department when false alarms exceed (10) alarm responses. Contractor shall recommend actions to reduce false alarms for department review.

4.2.14 Reports

4.2.14.1 The Contractor shall submit bi-weekly activity reports that include a summary of alarms, inspections, maintenance accomplished and other services performed.

4.2.15 Liquidated Damages for Non-Compliance Includes, But Is Not Limited To:

4.2.15.1 Should the Contractor's Central Monitoring Station, or the Contractor's Commissioned (Armed) Security Guard failed to respond to the security alarm signal the City may assess liquidated damages in the amount of \$250 for the first three (3) incidents, and \$500 for every incident thereafter against the Contractor.

4.2.15.2 In the event the Central Monitoring Station fails to respond, or improperly responds to a call from someone trapped in a monitored elevator, or from a monitored refrigeration unit, and:

4.2.15.3 The City suffered loss as a result of such failures, the City may assess liquidated damages in the amount of the full replacement cost (without regard to depreciation) against the Contractor, or;
In the event the Central Monitoring Station fails to respond, or improperly responds to a call from someone trapped in a monitored elevator, or from a monitored refrigeration unit, the City may assess liquidated damages in the amount of \$1,500 per incident against the Contractor.

4.2.15.4 Liquidated Damages in the amount of \$250 per incident may be assessed against the Contractor for failure to perform regularly scheduled inspections, testing, and preventative maintenance.

4.2.15.5 Should an alarm system fail to pass a Fire Marshal's inspection due to preventative maintenance not being performed, liquidated damages in the amount of \$1000 per incident may be assessed against the contractor.

NOTE: Some of the refrigeration units contain specialized vaccines, which must be refrigerated at all times. There is potential for substantial loss if a refrigeration unit malfunction is not timely responded to.

5.0 OTHER WORK/SERVICES

5.1 Within the general scope of this Contract, "Other Work/Services" may be required to systems and equipment to meet desired conditions and/or repairs not covered elsewhere.

5.2 This provision is for work necessary to make repairs due to Force Majeure, vandalism, mandated retrofits, and system failures. This provision is also for work necessary for new installations.

5.3 Other Work/Services will be requested by the department. The Contractor shall provide the department with an estimate detailing the scope of work and cost. A Purchase Order shall be issued prior to commencing work. The OSR shall be performed in accordance with all requirements of the Contract and any special provisions issued to execute the work. The Contractor shall be reimbursed for labor, parts, and materials in accordance with Contract Fee Schedule, Exhibit III. When Other Work/Services are completed; a copy of the department's purchase order

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for the work shall accompany the invoice.

6.0 COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) COMPLIANCE:

- 6.1 The City of Houston General Service Department (GSD) utilizes a Computer Maintenance Management System (CMMS) to monitor and track all work progress, to better manage finances and to create reporting documents for senior leadership. The City captures this important information through the use of work orders. The current CMMS which is known as the Sprocket Work Order System (SWOS) is a development of Johnson Controls Inc. (JCI); who has the complete knowledge of its operational parameters. JCI Contact Information: Clark.F.May@jci.com.
- 6.2 GSD may choose at any time to implement a program requiring the selected contractor to utilize the Sprocket Work Order System (SWOS) to execute all work performed for the City of Houston General Services Department (GSD).
- 6.3 All work will be transmitted from the GSD to the contractor through the CMMS system and the contractor will monitor, execute and field close work orders with all pertinent information including initial response date (not applicable to PM work orders), field completion date, total job cost billed to the City (includes labor and materials used to complete a specific work order that is above and beyond the scope included in fixed contract with City), invoice number, and a brief description of the work performed.
- 6.4 GSD may provide additional parameters for report formatting at any time.
- 6.5 The Contractor shall bill all work for payment using standard billing practices described in Section 12.0 (Invoicing) of part 3 of 3.
- 6.6 GSD internal expenditure control policy is as follows:
- 6.6.1 Work orders with a cost estimate less than \$3,000.00, and approved by a GSD Representative can be executed against Service Release Order (SRO number) upon approval.
- 6.6.2 Jobs exceeding \$3,000.00 shall require a written estimate and the issuing of a Purchase Order (PO) number before the work order can be executed by the contractor.
- 6.6.3 Emergency Purchase Orders (EPO) can be executed upon verbal approval by a GSD Representative regardless of cost.
- 6.7 Work orders shall not serve as invoicing documents for the contractor. Payments will only be made as described in Section 12.0 (Invoicing) of part 3 of 3.
- 6.8 Work orders are to be field closed electronically upon completion to maximize accuracy to enable GSD managers to provide real-time reporting to upper management.
- 6.9 GSD will provide Contractor with the following:
- 6.9.1 One (1) Sprocket user license.
- 6.9.2 Initial Sprocket configuration setup.
- 6.9.3 Three (3) hours of basic SWOS training by GSD employees at no cost to the Contractor.
- 6.10 Additional user licenses are optional, but cost for these must be purchased by the Contractor by contacting JCI as outlined in this section.
- 6.11 The cost for additional user licenses is \$420.00 for one-year.

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SCOPE OF SERVICES

PART 2 OF 3

FIRE AND SECURITY ALARM SYSTEM MAINTENANCE, INSPECTIONS, TESTING, AND MONITORING FOR THE HOUSTON AIRPORT SYSTEM (HAS)

1.0 BACKGROUND:

1.1 The Houston Airport System (HAS) operates the City of Houston's three (3) airports: George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD). HAS passenger traffic is more than fifty-five (55) million passengers a year. Management of the Airport system includes coordination with FAA, air carriers, and other Federal agencies to maintain the highest standards of service and safety to Airport patrons. Operations and maintenance of the Airport's Fire Alarm System serves a vital role in the safety and efficient operation of the HAS.

1.2 This Contract is intended to maintain the Notifier standard. The fire alarm panels at IAH and HOU communicate over the HAS network to the UL Listed Onyx Workstations located at each airport respectively. The panels at EFD are connected via fiber and report all data from a primary panel to the HOU Onyx Workstation via the HAS network.

1.3 IAH maintains two redundant workstations: one located at the Airport Communications Center primarily used to dispatch HAS field staff to a device in alarm and another located in the Contract Services office primarily used for information to assist with maintenance of the system. All HAS panels are connected to a dialer that reports three contacts; Alarm, Trouble and Supervisory. The dialers report to a third-party central monitoring station (provided by the Contractor) via land-based phone lines. HAS contact protocol is followed.

2.0 GENERAL SCOPE OF WORK:

2.1 Contractor shall provide complete operation, and maintenance of existing Fire Alarm Systems and Water Based Fire Protection Systems. The "Work" to be provided shall include Basic Services and Other Work/Services.

3.0 STATEMENT OF WORK:

3.1 Contractor shall provide all required on-site staffing, tools and equipment to perform the Work in compliance with the terms and conditions of this Agreement. Contractor will be responsible to supervise day to day operations of all contract personnel, including subcontractors. The Contractor will be responsible to see that all Work performed on Fire Alarm and Water Based Systems are fully code compliant.

4.0 BASIC SERVICES:

4.1 Water Based Fire Protection System: Contractor shall provide maintenance services to include but not limited to, testing, inspecting, certifying and repairs to HAS sprinkler systems, pumps and tanks.

4.1.1 Sprinkler Systems includes:

- a) Piping
- b) Sprinkler Heads
- c) Check Valves
- d) Isolation Valves
- e) Flow Switches
- f) FDC Connections
- g) Tamper Proof Switches

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- h) Signage
- i) Air compressors
- j) Fire Hoses
- k) Hose Cabinets
- 4.1.2 Fire pumps weekly inspections shall be done under Basic Services.
- 4.1.3 Fire pumps, jockey pumps and fire tanks repairs, replacements and upgrades shall be done under Other Work Services (OSR).
- 4.2 Fire Alarm: Contractor shall provide maintenance service to include but not limited to testing, inspecting, certifying, and repair services for all HAS fire alarm and special fire suppression systems (the exception is with tenant Ansul Systems).
- 4.2.1 Contractor shall maintain the UL Listed Onyx Workstations including software upgrades, virus protection, security updates/patches, hardware, graphics and printers.
- 4.2.2 As part of Basic Services, Contractor shall be responsible for providing and maintaining over site of an HAS approved third party monitoring company at no additional cost.
- 4.2.3 The monitoring company will receive reports of alarms, trouble alarms, supervisory alarms and twenty-four hour test reports.
- 4.2.4 FM suppression systems repairs, re-charging and modifications and required code upgrades shall be done under Other Work Services.
- 4.2.5 Any accidental discharge of a suppression system deemed to be caused by fire contractor negligence will be the Contractors responsibility.
- 4.3 All work shall conform to the latest National Fire Protection Association (NFPA), State of Texas and City of Houston Codes.
- 4.4 Contractor shall warranty all materials and workmanship for one year.
- 4.5 All devices changed under this Agreement shall be done under Basic Services labor.
- 4.6 Contractor shall maintain a minimum inventory under their control and have parts available for immediate use.
- 4.6.1 MINIMUM VENDOR REQUIRED INVENTORY (also see **Exhibit B-1**)

Inventory - Fire

PARTS	QUANTITY
NFS-3030	1
NFS-640	1
Power supplies	6
Batteries, 12 volt, 7 amp hour	6
Smoke Detectors	12
Strobe Lights	6
Horns	6
Duct Detectors	6
Pull Stations	12
Weather Proof Pull Stations	12

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Control Modules	12
Monitoring Modules	12
Heat Detectors	6
Stopper II (Pull Station Cover)	4

Inventory - Sprinkler

PARTS	QUANTITY
Tamper Switch	1
Water Flow Switch – 2 1/2"	1
Water Flow Switch – 4"	1
Water Flow Switch – 6"	1
Water Flow Switch – 8"	1
Pressure Switch – Low Air Signal	1
Pressure Switch – High Air Signal	1
Gauges – Water Pressure (300 psi)	20
Gauges – Air Pressure (80 psi)	20

- 4.6.2 All devices will be Notifier where applicable.
- 4.7 Failure to maintain required inventory may result in a service credit as described in **Exhibit B-1**.
- 4.8 Contractor shall provide an electronic report to the Director and/or designee on Monday of each week for all devices changed the previous week.
- 4.8.1 Reports shall be numbered sequentially for each contract year and should include:
- a) date of change
 - b) device type
 - c) device location
 - d) reason for change
 - e) technician doing change out
 - f) any open additional issues
- 4.9 Failure to provide report as stated may result in service credits as stated in **Exhibit B-1** in this Agreement.
- 4.10 Contractor shall continue using current Gate Way Numbering.
- 4.10.1 Modifications or additions to the Gate Way Numbering shall not be done without prior written approval of the Director and/or designee.
- 4.11 Current panel pass codes will be used until contractor can compile a new list which will be submitted to the Director and/or designee for approval.

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4.12 New panel pass codes shall be in place within sixty days from Director's and/or designee approval.

4.13 Contractor shall be required to participate in all Fire Marshall Inspections.

5.0 STAFFING:

5.1 Contractor shall provide an appropriate number of supervised, trained, certified, and skilled full time employees based on the options referenced in 5.2 to perform the Work required under Basic Services of this Agreement.

5.2 HOURS/LOCATION

5.2.1 Bush Intercontinental Airport/IAH

5.2.1.1 Two (2) shifts for seven (7) days a week for on-site staffing:

- a) One (1) shift shall start at 6:00 AM consisting of one (1) Sprinkler Technician and one (1) Alarm Technician.
- b) One (1) shift shall start at 10:00 PM consisting of one (1) Alarm Technician and one (1) Helper.

5.2.2 Hobby Airport/HOU

5.2.2.1 One (1) shift for (5) days a week for on-site staffing:

- a) Shift shall start at 7:00 AM consisting of one (1) Sprinkler Technician and one (1) Alarm Technician.

5.2.3 Ellington Airport

5.2.3.1 One (1) shift for one (1) day a month for on-site staffing:

- a) Shift shall start at 7:00 AM consisting of one (1) Sprinkler Technician **or** (1) Alarm Technician. Airport will coordinate schedule with contractor.

5.3 Shifts shall be at a minimum of eight hours.

5.4 Contractor shall request in writing to the Director and/or designee, approval for the selected Project Manager within ten days of the Notice to Proceed.

5.5 Project Manager shall be skilled and experienced in installation and operation of the types of systems included in this Agreement.

5.6 Project manager shall have full authority to represent Contractor in making decisions and in the execution of services to be performed.

5.7 Contractor shall not remove the approved Project Manager without prior written consent of the Director and/or designee.

5.8 Director and/or designee reserves the right of approval for any successor Project Manager before any performance begins.

5.9 Project manager shall be on call 24 hours daily to respond at the request of the Director and/or designee. This includes the availability to be on site to provide the level of supervision necessary to ensure full compliance with the contract's specification.

5.10 Project Manager shall assume responsibility for all three airports within this Agreement.

5.11 Project Manager shall have one of the following qualifications:

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- a) State of Texas Fire Alarm Planning Superintendent license, and NICET Level one or higher certification.
 - b) State of Texas Fire Alarm Technicians license, and NICET Level one or higher certification.
 - c) Residential Fire Alarm Superintendent and NICET level one or higher certification.
- 5.12 Fire Alarm Technicians designated to fill required positions under this Agreement shall have State of Texas Fire Alarm Technicians License and NICET level one or higher certification.
- 5.13 Sprinkler Technicians designated to fill required positions under this Agreement shall have State of Texas Sprinkler Technicians License RME (Responsible Managing Employee) and Level One or higher NICET certification.
- 5.14 Personnel assigned by the Contractor to perform services under this Agreement shall not be assigned to any other projects or contracts managed by the Contractor, unless approved in writing by the Director and/or designee.
- 5.15 Should the Director and/or designee determine that Contractor is not meeting its responsibilities under this Agreement due to the number or qualifications of on-site personnel, the Director and/or designee may request Contractor increase the number of on-site personnel in order to meet all obligations specified hereunder, at no additional cost to the City.
- 5.16 All technicians must be approved by the Director and/or designee.

6.0 INSPECTIONS AND TESTING:

- 6.1 Contractor shall perform all inspections and/or test as outlined in **Exhibit B-4**.

7.0 OTHER WORK SERVICES:

- 7.1 Within the general scope of this Agreement, Other Work/Services may be required to meet desired conditions not covered in the Basic Services. All requests for Other Work Services shall be in writing in the form of Other Service Request (OSR) provided by the Director and/or designee. The only exception is an Emergency Service Request.
- 7.11 Emergency Services Request is a verbal request followed immediately in writing.
- 7.2 Performing Other Work/Services
- 7.2.1 Other Work/Services shall be performed in accordance with all provisions of this Agreement and any special provisions issued with the Other Service/Request (OSR).
- 7.2.2 Contractor shall request an Emergency Authorization when deemed an emergency exists that is not covered under Basic Services. HAS may issue an Emergency Authorization at which time the Contractor may start immediate repairs. Contractor must make a good faith estimate of the "Not to Exceed" price of total repairs to be done under the Emergency Authorization. If for some reason repairs cannot be done, Contractor will notify HAS with a full explanation. Emergency authorization is not an OSR. Once the Emergency Authorization is issued, Contractor and HAS will then proceed with completing the OSR process for approval and Purchase Order number.
- 7.2.3 Prior to issuing an OSR, the Director and/or designee will first issue a written notice electronically to the Contractor detailing the specific OSR to be performed the Contractor.
- 7.2.4 In response to any such written notice, the Contractor shall provide the Director and/or designee with a written proposal within three (3) business days of receipt of OSR. Contractor must include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost and other requirements set forth in the written notice to the Contractor.
- 7.2.5 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by Director and/or designee. Director and/or designee will not approve an

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OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can submit an official letter request in writing providing explanation for an extension to the completion date. However, Director and/or designee may or may not allow the extension. Director's and/or designee decision is final.

- 7.2.6 Upon receipt of the Contractor's Proposal, the Director and/or designee has the option to reject the Contractor's Proposal, require resubmission with revised or additional information or issue an OSR. Should the Director and/or designee reject the Contractor's Proposal and require resubmission, the Contractor shall resubmit a modified Proposal within three (3) business days of the rejection.
- 7.2.7 Upon approval by Director and/or designee of the modified proposal, an OSR will be issued. Contractor shall commence work as stated in the OSR. Contractor shall diligently work to completion in accordance with the terms and conditions of this Agreement and the approved OSR.
- 7.2.8 Contractor's labor cost shall not exceed the rate stated in the Price/Fee schedule. Contractor's labor cost stated in the Price/Fee Schedule only applies to Contractor employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, equipment and expendables.
- 7.2.9 Prices for equipment, parts, supplies and sub-contracted works, which may be required for authorized Other/Work Services, shall be the Contractor's actual cost plus percent mark-up proposed on the fee schedule. Copies of invoices from the Contractor's suppliers for these items must be submitted with Contractor's invoices at the time of submittal to the City for payment.
- 7.2.9.1 The mark-up percentages stated shall not increase during the term of the agreement. The quantity of equipment, parts, and supplies will depend on the needs of the City.
- 7.2.10 Over \$3,000.00, Contractor shall obtain three (3) itemized bids/estimates within three (3) business days from separate/different vendors/suppliers, for the required equipment, parts, supplies and subcontracted works. Contractor shall submit the bids/estimates to Director and/or designee and obtain written approval from Director and/or designee before proceeding with the work. Contractor shall be compensated at "Cost" plus percent mark-up proposed in the Price/Fee Schedule.
- 7.2.11 Under \$3,000.00, Contractor shall obtain one (1) itemized bid/estimate within three (3) business days, for the required equipment, parts, supplies and subcontracted works. Contractor shall submit the bid/estimate to the Director and/or designee and obtain written approval from the Director and/or designee before proceeding with the Work. Contractor shall be compensated at "Cost" plus up to percent mark-up proposed on the Price/Fee Schedule.
- 7.2.12 When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- 7.2.13 While performing work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify the Director and/or designee immediately. After determining the extent of the hidden damage a supplemental OSR must be submitted.
- 7.2.14 Contractor shall submit to Director and/or designee, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 7.2.15 When using a Sub-Contractor(s) for Other Work Services, the Contractor assumes full responsibility for all work performed, escorting of non-badge personnel and compliance to all applicable airport regulations. Contractor will warranty all Sub-Contractor work to HAS for one year.
- 7.2.16 Any OSR that exceeds three thousand dollars in total, including parts and materials, excluding labor and mark-up will have three competitive bids. The exception to this is an OSR done using after hours labor. Three bid requirement will only apply if materials exceed three thousand dollars. Emergency Authorization is not subject to three bid requirements.
- 7.2.17 After hours labor and freight charges are not subject to mark-up.

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7.2.18 If it is determined the Scope of Work should be covered under Basic Services, any amount paid to the Contractor under Other Work/Services Request will be reimbursed to the City by the Contractor. The City does not waive any of its rights and remedies whether by statute, at law, in equity or under this Contract.

7.2.19 If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.

7.3 Examples of OSR's:

- Upgrades for Fire Life Safety Systems.
- Repairs for unknown third party damages.
- Repairs, replacements and upgrades for fire pumps, jockey pumps and fire tanks.
- Repairs, replacements and upgrades for Dry Fire Suppression Systems.
- HAS requested third party audit.

8.0 EXTRA WORK HOURS:

8.1 Under provisions of this Contract extra hours work will be permitted. Extra work hours is defined as labor provided by Contractor to do work service outside of basic service labor. Examples of this would be any work requested by the Director and/or designee or work required by new construction and/or upgrades as a result of any Tenant Improvement Projects (TIPS), Job Order Changes (JOCS) or Capital Projects.

8.1.1 Labor rates will be at the labor rates and prices specified in the fee schedule as stated in **Exhibit H**.

8.1.2 Contractor shall be required to provide timesheets for each employee working under the Extra Hours provision.

8.1.3 All materials used will be purchased under the Other Work Service provisions of this Contract.

9.0 MANAGEMENT REPORTS AND RECORDS:

9.1 The monthly management reports shall be submitted to HAS by the tenth of each month for preceding month. Maintenance reports are to be submitted on CD, four copies and one hard copy shall be delivered to the HAS Project Manager. Reports shall be submitted in an approved format with a cover letter. During the term of this Agreement, Contractor shall be required by the Director and/or designee to submit certain other reports as requested.

9.1.1 Monthly management reports shall include but not be limited to the following:

- a) Employee Roster Report – shall include employee names, attendance record by date, shift worked and total hours worked.
- b) Training and Safety Report – shall include all training completed and future training scheduled, topics discussed at Safety Meeting and attendee list.
- c) Monthly O&M Meeting Report – as stated in Scope of Services, Part 2 of 2, Section 17.4
- d) Warranty Report – shall include an applicable warranty repairs or open issues from the previous month.
- e) P.M. Schedules – shall include any PM and/or testing schedules for the upcoming month.
- f) Project, TIP and JOC Status Report – shall be submitted when applicable with a Status Report of any projects that the Contractor is currently observing as required in Scope of Services, Part 2 of 2, Section 23.0 of this Agreement.

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- g) Parts and Inventory Usage Report – shall include the current inventory and parts used the previous month.
 - h) Panel Status Report – shall include a listing of any troubles on panel, red or yellow tags issued and/or removed.
 - i) Incident and Accident Report – shall include any Employee Injury Report, Incident Report noting date, time of incident, employee(s) involved, and any Third Party Damage Reports; any open action items as a result of incident or accidents; and any unresolved discrepancies or issues affecting the proper operation of Life Safety systems.
 - j) Device Change Out Report – shall be inclusive of all change outs as defined in Scope of Services, Part 2 of 3, Section 4.8.
 - k) Call Out Log/Report – shall show date and time for call out, response time and total hours worked, reason for call out, location of problem, person called out and any open action items.
 - l) Summary of Daily Work Report – shall include a synopsis of all the Daily Work Reports.
 - m) Fire Suppression Testing Report.
- 9.2 Daily Work Reports – Contractor and/or Contractor’s employee shall at the end of every working shift submit a Daily Report by e-mail to the Director and/or designee for each technician that worked, to include date, total hours worked, item(s) worked on and any open action items. Failure to submit reports may result in a service credit as stated in **Exhibit B-1**.
- 9.3 Building Inspection Reports - All Building Inspection Reports shall include all applicable code required inspections: five year, annual, bi-annual, quarterly, monthly and weekly on all Fire Alarm Systems, Special Suppression Systems and Water Based Fire Systems. All information and format shall conform to NFPA requirements. All reports to be received within seven business days from inspection completion date. **The reports shall be in one hardcopy and three CD’s.** Failure to comply may result in service credits as described in **Exhibit B-1**.
- 9.3.1 Report to include, but not limited to:
- a) Sprinkler System Inspection Reports
 - b) Water Storage Tank Inspections
 - c) Flow Test Reports
 - d) City of Houston Alarm Permits
 - e) Fire Suppression Testing Reports
 - f) Discrepancy Report
 - g) Device Inventory Report
 - h) Control Panel Report
 - i) Zone Report
 - j) Any other information required by NFPA 72
- 9.4 Warranty Report – As part of Basic Services, the Contractor shall administer warranties on systems and equipment as may be applicable from time to time. Contractor shall maintain warranty records and submit documentation and follow-up procedures on all warranty work. Contractor shall enforce all warranties on behalf of the City. Contractor shall provide service regardless of whether equipment is wholly or partially under warranty. Warranty data must be maintained in a format acceptable to the Director and/or designee and current data must be available for inspection by the Director and/or designee at his/her discretion.
- 9.5 All records and data used within this Agreement shall be the property of the City.

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- 9.6 Other information and reports as may be required by the Director and/or designee.
- 9.7 All reports shall be submitted in electronic format and one hard copy, signed by the Project Manager.
- 9.8 Failure to submit on-time reports may result in service credit assessments each day for non-compliance as set forth in **Exhibit B-1**.

10.0 ADDITIONAL GENERAL PROVISIONS:

- 10.1 Contractor shall use a time clock at IAH and HOU, and time cards will be made available to HAS upon request.
- 10.2 Contractor shall provide a holiday/vacation schedule at least fourteen days in advance. The Director and/or designee must be notified immediately by electronic mail regarding an emergency leave granted for a contract required position.
- 10.3 Contractor shall provide on-site Work Schedules to each airport contact person(s) at least fourteen days in advance.
- 10.4 Contractor shall designate a lead person for each shift.
- 10.5 Contractor shall require each on-shift technician to carry a cell phone. Cell phone numbers are to be provided to HAS.
- 10.6 All electrical work (115 volts or higher) downstream from HAS panels SHALL require work to be done by Journeyman Level or higher Electrician. Exceptions to this will be work done within a fire control panel enclosure. All new high voltage wiring will require proper permits.
- 10.7 Contractor shall provide appropriate number of vehicles at IAH and HOU to execute this Contract.
- 10.8 Contractor shall clear trouble alarms by the end of the next manned shift after the trouble alarm is reported. If the alarm is not repaired during the specified timeframe, the Contractor must notify the Director and/or designee by e-mail immediately.

11.0 OWNER ACCESS RECORDS:

- 11.1 The Director and/or designee shall have access to all records and documents of the Contractor directly relating to labor and materials used in the performance of repair and replacement work for which the Contractor has been compensated or is to be compensated. Such reports and documents shall include but not be limited to time tickets, payroll records, vendor's invoices, canceled checks and published price lists of the Contractor relating to any amounts for which the Contractor has been compensated or claims it should be compensated, by the City. For the purpose of this Section, the Contractor shall not be obligated to retain such records and documents for a period longer than three years following the date this Agreement expires, or is terminated.

12.0 NOTICE TO PROCEED REQUIREMENTS:

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

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12.2 The parties acknowledge that an inspection of the life safety systems has been undertaken and completed by Contractor and Third Party prior to execution of this Agreement. As those items that the parties mutually agree require repair or replacement so that the life safety systems can operate in First Class Condition within six months of the issuance of NTP, if appropriate, an OSR(s) will be issued to accommodate such repair or replacement. At the six-month timeframe a review will be completed by the owner to determine if additional time is needed to allow for OSR repairs for any remaining deficiencies.

13.0 TRAINING:

13.1 Contractor shall provide initial orientation to all new-hire employees, regardless of job classification. Contractor shall provide annual HAZCOM training.

13.2 Contractor shall develop procedures and checklists to ensure all personnel, including newly-hired workers, are familiar with the work at each location.

13.3 Throughout the Term, Contractor shall provide advanced written notice to the Director and/or designee at least seven (7) days prior to any upcoming training to be offered to Contractor's on-site employees or subcontractors by Contractor or a third party at Contractor's request. HAS will have the option, at no additional cost to the City, to enroll any City personnel in such training.

14.0 SAFETY:

14.1 Contractor shall not require any person employed in the performance of this Agreement to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to their health or safety, or contrary to any provision of the Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as amended.

14.2 Contractor shall adhere to all safety and occupational code requirements of HAS/COH/OSHA.

14.3 Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations, Federal Americans with Disabilities Act (ADA) requirements and requirements as applicable for services performed under this Agreement, including but not limited to the following:

14.3.1 Contractor personnel shall wear applicable personal protection equipment at all times as required in designated areas.

14.3.2 Contractor personnel operating equipment and/or handling materials shall be fully trained in the safe operation of equipment or materials.

14.3.3 Contractor personnel MUST follow and apply safety practices prevailing in their applicable industry.

14.3.4 When the Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing Work, the Contractor shall verbally notify the Director and/or designee immediately.

14.4 Contractor will be required to conduct monthly safety meetings at IAH and HOU.

14.5 The Contractor shall be responsible to provide any training needed for performance and safety of this Contract.

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15.0 SECURITY AND BADES:

- 15.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and escorted by authorized City Personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without prior authorization.
- 15.2 Airport Security: The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 15.3 Badging: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU) & Ellington Airport (EFD): Contractor shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time. Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 15.4 All on site personnel of the Contractor, including subcontractors, who perform services under the Agreement, shall be required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 15.5 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of the badges, which is subject to change, is currently \$55.00 each at (IAH) and (HOU) and \$6.00 each at (EFD). Costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel will be charged for replacement badges at the current rate.
- 15.6 The contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 15.7 Airport Customs Security Area Bond: The Contractor shall obtain an Airport Customs Security Bond in order to have access to the Federal Inspection Station (FIS) at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU). The bond amount is determined by calculating \$1,000.00 by the number of employees needed to provide the service.
- 15.7.1 (Example: 10 employees = Bond Amount of \$10,000.00).

16.0 TRANSPORTATION AND PARKING:

- 16.1 All of Contractor's and Sub-Contractor's vehicles shall be clearly marked with identification indicating Contractor's or Sub-Contractor's name. Such identification must be placed on both sides of each vehicle and may be removable, e.g. magnetic, in accordance with HAS OPPS 88-06 as amended.

17.0 COORDINATE PERFORMANCE:

- 17.1 HAS Contractor – Contractor shall coordinate its performance with such person(s) as the Director or the Director's designee(s) in writing. The Director and/or designee shall keep said person(s) currently advised of developments

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relating to the performance of the scope of work within the Agreement and the Contractor shall at all appropriate times advise and consult with the Director and/or designee as determined by the Director.

- 17.2 Pre-Performance Conference – Prior to commencing performance under this Agreement, the Contractor shall attend a pre-performance conference with the Director and/or designee and other representatives of HAS. The Director and/or designee shall specify the time and place of such meeting in a written notice to the Contractor. Representatives of the Contractor attending the pre-performance conference include, but are not limited to, the Project Manager whom the Contractor has assigned to this Agreement, together with an officer of the Contractor who is authorized to bind Contractor in matters relating to the pre-performance conference items listed below. In the above-mentioned notice, the Director and/or designee may, in his sole discretion, further designate other representatives of the Contractor who must attend the pre-performance conference and such designated representatives shall attend same. Items to be addressed at the pre-performance conference include, but are not limited to, the following:
- 17.2.1 Phase-in and start-up schedules.
 - 17.2.2 Work Scheduling.
 - 17.2.3 Acceptance Testing.
 - 17.2.4 Logistical management of Contractor's furnished supplies and equipment.
 - 17.2.5 Other Work Services.
 - 17.2.6 Implementation of additional procedures to ensure the Agreement is performed in accordance with its term.
 - 17.2.7 Contract administration.
 - 17.2.8 Facilities utilization.
 - 17.2.9 Channels of communication.
 - 17.2.10 Review of key personnel resumes and certifications.
 - 17.2.11 Organization and function charts reflecting the line of management authority.
 - 17.2.12 Procedures to be used to ensure Agreement requirements are met (Quality Control Program).
- 17.3 Coordination Meetings – Throughout the Agreement term and any extensions hereto, Contractor shall meet with the Director and/or designee to identify and resolve performance issues. Meetings will be scheduled on a bi-weekly basis or as is determined by the Director and/or designee. Notice of any such meeting may be given by the Director and/or designee to the Contractor either orally or in writing and will designate the time, date, location, the Contractor attendees, and general purpose. Contractor's designated attendees shall be present at any such performance meeting for its duration and shall prepare a typed agenda covering the topics to be discussed; keep minutes of the meetings in a form satisfactory to the Director and/or designee; and issue copies of the minutes to all attendees within four business days of each meeting.
- 17.4 O&M MEETINGS – Throughout the term of this agreement including any extensions, Contractor will be required to meet with the Director and/or designee monthly at a time and a place determined by the Director and/or designee. HAS will notify the Contractor by e-mail of these meetings. Contractor shall have the designated Project Manager and any other person(s) as necessary attend. Contractor will be required to keep Meeting Minutes and submit these to the Director and/or designee within ten business days or a service credit may be assessed for each day of noncompliance as set forth in **Exhibit B-1**. Topics to be discussed, but not limited to:

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- 17.4.1 Statuses of all OSR's
- 17.4.2 Safety record and any incidents for previous month
- 17.4.3 Staffing for previous month
- 17.4.4 Issues of concern for the Contractor or HAS
- 17.4.5 Status of required Inspections
- 17.4.6 Notice of any Yellow or Red Tags issued
- 17.4.7 Any future staffing or schedule changes

18.0 CONTRACTOR'S PHASE-IN:

- 18.1 In order to accomplish a smooth and successful transition of operations and maintenance of life safety systems at no extra cost to the City, the Contractor shall provide phase-in services for up to thirty (30) days prior to current contract expiration.
- 18.2 Contractor's phase-in period begins upon receipt of a "Start Phase-In Notice" from the Director and/or designee and continues until receipt of official "Notice to Proceed" (start date of the contract). The "Start Phase-In Notice" is different than the official *Notice to Proceed*. Contractor will have no responsibility for operating or maintaining the life safety systems during the phase-in period.
- 18.3 During the phase-in period, the Contractor shall have access to the facilities, access to personnel and be allowed to observe all life safety system operations.
- 18.4 The incumbent contractor shall perform the duties and services listed in its contract during the Contractor's phase-in period and will be available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 18.5 During phase-in period, the Contractor shall provide all required deliverables, including but not limited to:
 - 18.5.1 Review and verify equipment lists within the first five (5) phase-in days.
 - 18.5.2 Establish management procedures, set up records, ensure adequate parts, and tools and equipment are in place.
 - 18.5.3 Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit to the Director and/or designee for written approval.
 - 18.5.4 Coordinate Contractor's phase-in activities with HAS Project Manager.
 - 18.5.5 Emergency phone numbers and verification of cell phones.
 - 18.5.6 Certification of all Contractor personnel requirements and training.
 - 18.5.7 Reporting plans.
 - 18.5.8 Standard Operating Procedures (SOP).
 - 18.5.9 Permits, licenses and certifications.
 - 18.5.10 Security approval and access.
 - 18.5.11 Subcontractor Agreements in place.
 - 18.5.12 Deficiency list.

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18.6 The phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the life safety systems. Contractor shall be prepared to perform fully all Work upon receipt of Notice to Proceed from the Director and/or designee.

19.0 CONTRACTOR'S PHASE-OUT:

19.1 Two (2) months prior to the Agreement expiration, the Contractor shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last 12 months of monthly reports and list of inventory/equipment to the Director and/or designee.

19.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City, the Contractor shall provide phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-In Notice" from the Director and/or designee and continue until successor's receipt of official "Notice to Proceed." Phase-out orientation comprises a maximum of 30 working days, 8 hours per day for successor's personnel. Orientation includes, but is not limited to, system operations and maintenance procedures, record keeping, reports and procurement procedures, etc. Contractor shall be totally responsible for providing the services under this Agreement during its phase-out period. Contractor shall cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in this Agreement.

19.3 Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interview and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

19.4 Upon expiration or termination of this Agreement, all manual and automated records (including software data) produced and maintained on file become property of the City; Contractor shall submit all maintenance records to HAS Project Manager, on electronic media. The Contractor may retain all original employee and accounting files, but shall furnish a copy of the accounting files to the HAS Project Manager.

19.5 The Contractor shall provide all required deliverables including, but not limited to:

- 19.5.1 List of qualified employees working at the Airport
- 19.5.2 Reporting requirements
- 19.5.3 Current Standard Operating Procedures
- 19.5.4 Permits, licenses and certifications
- 19.5.5 Deficiency status and list
- 19.5.6 Detailed transition plan

20.0 EQUIPMENT CONDITION AT EXPIRATION:

20.1 Contractor shall ensure all equipment is in First Class Condition at the expiration or termination of this Agreement

21.0 THIRD PARTY DAMAGES:

21.1 Repair or replacement of components damaged by vandalism, force majeure or other third parties not under contractor control and not deemed the responsibility of the Contractor will be at the Rates and Prices specified in the Fee Schedule as stated in **Exhibit H**.

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21.2 Upon discovering any third party damages, Contractor shall provide an electronic report and one written report within twenty-four (24) hours to the Director and/or designee to include date and time of discovery, who discovered damage, what specific damages are and what effect it has on Life Safety Systems, also the cost of materials, amount of labor and a timeline for completed repairs. Cost of repairs will be billed directly to the third party by Contractor. If Third Party is not known, or at the request of Contractor and/or the Director and/or designee discretion, it is deemed to be a critically needed repair, it will be done under Other Work Services provision. The Director and/or designee will issue an Emergency Authorization and Contractor will institute immediate repairs. If discovery is during HAS after hours, holiday or weekends, the Contractor will notify HAS by phone. HAS is to provide a contact list. Failure to comply with this procedure may result in a service credit as described in **Exhibit B-1** of this Agreement.

22.0 INCLUSIONS/EXCLUSIONS:

22.1 From time to time throughout the Term of this Agreement, the Director and/or designee may, by written notice to the Contractor, increase and/or decrease the number of systems or equipment covered by this Agreement. Inclusion/exclusion pricing shall be as agreed between the Contractor and Director and/or designee.

23.0 PROJECTS, TIPS AND JOC OVERSIGHT:

23.1 Each time there is a Capital Project, Tenant Improvement Project, or a Job Order Change; Contractor will be required to observe, in a non-supervisory capacity, all work done relating to Life Safety Systems. Contractor will conduct a routine walk thru from time to time and report back to the Director of any work that is not compliant to all applicable codes or, in Contractor's opinion, not in the best interest of HAS. At completion of projects, the fire contractor will do a final walk thru with project contract representatives. At completion of this walk thru, Contractor will note any deficiencies. Once final acceptance is agreed on, and the Fire Marshall acceptance is complete, Contractor shall then assume responsibility for the project area to be included into this Contract.

24.0 CONTRACTOR PERFORMANCE:

24.1 The Contractor shall perform all its obligations and functions in accordance with the requirements and standards contained in this Agreement in a professional and businesslike manner so that the life safety systems are operated and maintained in a First Class Condition.

24.2 Contractor shall use its best efforts to coordinate activities with the various users of the Airport.

24.3 Contractor shall perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the Airport.

24.4 Contractor shall not be offensive to others at the Airport.

24.5 The Contractor shall survey each location for the purpose of identifying all Fire Alarm/Suppression equipment, hardware, wiring, and etc. HAS's failure to list any Fire Alarm/Suppression equipment, hardware, wiring, and etc. does not exclude it from coverage in the Contract. All Fire Alarm/Suppression equipment, hardware and wiring listed in the locations in **Exhibit BB** are covered in the Contract.

25.0 CITY-PROVIDED SERVICES:

25.1 Utilities – The City will furnish electricity, natural gas, water, sewage and garbage hauling services. Any additional requirements must be at Contractor's expense.

25.2 Real Property Maintenance – the City will provide normal maintenance and repair of real property facilities. Contractor shall be responsible for interior housekeeping and janitorial maintenance for its offices. Contractor shall be responsible for all damages to property caused by carelessness or neglect.

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26.0 MAINTENANCE / CONTROL OF FACILITIES-GENERAL:

- 26.1 Physical Security – Contractor shall safeguard all City property in its work area. Contractor shall secure the facilities and equipment at all times.
- 26.2 Key Control – Contractor shall ensure keys issued by the City are not lost, misplace, or used by unauthorized persons. Keys issued by the City must not be duplicated. Contractor shall be charged for replacement of locks or re-keying. Contractor shall report occurrences of lost keys immediately to the City. Contractor shall not change out the locks.

27.0 RADIO COMMUNICATIONS REQUIREMENTS:

- 27.1 The Director and/or designee shall provide Contractor at a minimum three handheld radios with batteries and charges for Contractor's use under this Agreement. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon expiration or termination of Agreement, Contractor shall return all radios provided to the City in the same condition as when given to Contractor, less ordinary wear and tear.
- 27.1.1 Contractor shall operate the radios within protocols established by the City and the FAA.
- 27.1.2 Contractor shall deduct from its first monthly invoice a one-time amount of \$10.00 per radio, for the initial programming of each radio.
- 27.1.3 Contractor shall deduct from each monthly invoice throughout the term of this Agreement an amount of \$10.00 for each radio. This is to cover for the maintenance of each radio. Contractor shall return radios requiring maintenance to the City.
- 27.1.4 Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost.
- 27.1.5 The radios remain the property of the City.

28.0 ENTERPRISE ASSET MANAGEMENT SYSTEM (EAMS):

- 28.1 At the Director and/or designee's discretion, the Contractor shall utilize HAS provided Enterprise Asset Management System.

29.0 THIRD PARTY AUDITS:

- 29.1 During the term of this Agreement, HAS may request a third party audit at HAS expense through Other Work Service.

30.0 MATERIAL SAFETY DATA SHEETS (MSDS):

- 30.1 Contractor shall furnish the Director and/or designee all MSDS (OSHA Form 174) for each product used in each facility. A Material Safety Data Sheet must accompany each product shipment to the facilities.

31.0 INVOICING:

- 31.1 Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director and/or designee; invoices must be accompanied by support documents requested by the Director and/or designee.

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

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

31.3 The Houston Airport System will accept invoices submitted electronically along with required support information, such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single e-mail.

Requirements are as follows:

1. Submit invoices in “**TIFF**” format
2. Submit to has.accountspayable@houston.tx.gov

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

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

32.0 SECURITY REQUIREMENTS FOR NON-HOUSTON POLICE DEPARTMENT FACILITIES:

32.1 All personnel shall be subject to a security background check and a condition of assignment to any City of Houston facility. The results of the background check shall be submitted to the facility Supervisor in charge.

32.2 All cost associated with the background check shall be the responsibility of the Contractor.

32.3 The Facility Supervisor in charge shall have the authority to instruct the Contractor to remove undesirable personnel for just cause.

32.4 The decision by the Director and or the designee shall be the final in all cases involving removal of contract personnel from performing work herein specified.

32.5 The Contractor shall comply with all building security measures as they pertain to each facility.

32.6 The Contractor shall be responsible for training of staff and sub-contractors in the security measures pertaining to these facilities.

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SCOPE OF SERVICES:

PART 3 of 3

(which is inclusive of Parts 1 and 2)

FIRE AND SECURITY ALARM SYSTEM MAINTENANCE INSPECTIONS, TESTING, AND MONITORING FOR VARIOUS DEPARTMENTS AND THE HOUSTON AIRPORT SYSTEM (HAS)

1.0 ADDITIONAL RESPONSIBILITIES/DUTIES OF CONTRACTOR:

- 1.1 The Contractor shall be able to begin work effective immediately upon the date stated in the Notice to Proceed.
- 1.2 All installation work (if required) is to be completed within 90 calendar days from the date of the notice to proceed, unless stated otherwise in these specifications.
- 1.3 The monitoring implementation schedule shall be determined by the City's representative and provided to the Contractor within 10 business days after Notice to Proceed.
- 1.31 Monitoring capabilities for all City of Houston facilities shall be complete within three (3) months after the Notice to Proceed date, unless otherwise specified.
- 1.4 For new construction projects, prior to beginning design work, contractor(s) shall meet with the project manager, contractor and consultants to establish a mutually agreed upon schedule for design and installation.

2.0 ADD-ON SERVICES:

- 2.1 When applicable, all newly deployed service enhancements shall be provided as not additional cost.

3.0 INVOICES:

- 3.1 All invoices shall be provided on a monthly basis to the applicable Department. Each alarm site shall be invoiced separately and will include the contract number. All invoicing must be submitted in duplicate, itemized as to quantity, description and pricing. Documentation for all services, except monitoring, shall be provided with the invoice (i.e. work tickets, supplier invoices).
- 3.2 At the request of a department, all invoices for that department may be sent to a single person or office.
- 3.3 Invoicing will identify monthly costs by location and type of service (i.e. Security or Fire). The monthly invoice will include the first ten (10) responses by the Contractor's armed security guards at each location. There will be no charge to the City for the first ten (10) armed security guard alarm responses at each site during the contract year.
- 3.4 Invoicing for armed security guard alarm responses in excess of the first ten responses at each location shall be separately identified on the invoice.

4.0 LABOR:

- 4.1 Labor for other services shall be charged at the labor charge per hour specified in the negotiated fee schedule. Business hours will be 7:00 a.m. through 5:00 p.m. Monday through Friday. Overtime will be 5:01 p.m. through 6:59 a.m. Monday through Saturday morning, Saturday and Sunday Overtime will be 7:00 a.m. Saturday through 6:50 a.m. Monday and Holiday Overtime shall be all Official City of Houston Holidays approved by Houston City Council. The Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the term of the Inspection and Repair Contract. Once a part has failed and must be replaced the Contractor must notify and seek approval from the Department prior to performing the replacement work. The Contractor will bill the Department for only the time performing the replacement work. No travel allowances shall be provided. All work performed shall be based on a fixed hourly rate.

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5.0 CHANGES IN EQUIPMENT:

- 5.1 Should any equipment be taken out of service during the term of this contract, Contractor shall reduce the annual charge for inspections accordingly.
- 5.2 Upon mutual consent of Contractor and City, the existing equipment may be exchanged for equipment requiring like maintenance without changes in the annual charge for inspections.
- 5.3 This Contract may be amended to allow for addition of equipment with an increase in the annual charge for inspections equal to the inspection charge for similar equipment at the Contractor's and City's option by written agreement of the department Director and/or designee or approval of City Council.
- 5.4 The City Chief Procurement Officer may authorize any addition, deletions and/or changes to this agreement via add/delete letter.

6.0 VERIFICATION OF EQUIPMENT:

- 6.1 It is mandatory that all alarm equipment and system components be verified/identified by the Contractor.

7.0 REPLACEMENT PARTS:

- 7.1 Replacement parts at the time of the annual inspections shall be replaced at labor cost and material + markup as specified in the fee schedule of the contract.
- 7.2 Cost of parts and materials in the case of a major equipment failure shall be charged to the department along with labor. All components shall be listed individually along with their cost plus markup. The Contractor shall provide, along with their invoices for part and components, a copy of its supplier's invoice.
- 7.3 Contractor shall return all damaged and defective parts that have been replaced to the City.

8.0 EQUIPMENT LIST:

- 8.1 Contractor shall verify and identify all related components of the fire alarm systems at the listed locations.
- 8.2 Contractor shall provide the list of equipment to the Department representative within 90 days of contract start date.

9.0 REMOVAL OF EQUIPMENT:

- 9.1 Any and all equipment removed from City property shall be accompanied by a City of Houston Return Authorization Form, Exhibit XIII. The return Authorization Form shall be provided by the department requesting services. The form shall be adjusted by the user department to reflect the Contract and Ordinance number pertaining to this contract.

10.0 WARRANTIES:

- 10.1 Contractor warrants that he or she is qualified to perform inspection and maintenance services on equipment stated in this contract. Contractor shall allow only skilled, trained and State of Texas Certified Fire Alarm Electricians to inspect, maintain and perform repairs as needed under this contract.
- 10.2 Contractor shall observe the highest standards of diligence and care in the performance of its inspections, maintenance and repairs as needed, and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins for inspection, maintenance and repair services).
- 10.3 The Contractor further warrants with respect to any equipment components and goods furnished by it the following:

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- 10.3.1 Those items are to be free of defects in title material and workmanship for a period of one year.
- 10.3.2 That each item meets or exceeds the specifications and requirements of the manufacturer.
- 10.3.3 That each component part is new, and that no such items or use thereof infringes any patent, copyright, or proprietary right.
- 10.3.4 That all services and parts provided shall be in strict conformity with all applicable regulations.

11.0 SECURITY REQUIREMENTS FOR HOUSTON POLICE DEPARTMENT FACILITIES:

- 11.1 The Houston Police Department requires contractors to comply with the Criminal Justice Information System (CJIS) Contractor Certification. For a full description of Criminal Justice Information System (CIJS) requirements, please go to www.houstontx.gov/police/cjis/hpdvendorcertification.htm. For questions please contact the Houston Police Department CJIS Compliance Unit at (713) 308-9080 or by email: CCU@Houstonpolice.org.

12.0 INVOICING:

- 12.1 The Contractor shall invoice the City and the City shall make payment in accordance with Section 13.0, Work Verification, of this Agreement. Contractor invoices for those costs specified in the Contract Fee Schedule must include itemization justifying the amounts as invoiced. Separate invoices for each facility must be provided. The itemization shall be in accordance with the Contract Fee Schedule and shall include, but is not be limited to the following:
 - 12.1.1 Each invoice (in duplicate) shall be delivered, mailed or emailed to the individual facility managers of each department. The Contractor is responsible to verify the departments correct mailing address.
 - 12.1.2 Invoices must be submitted in duplicate with copies of the Contractor's daily work orders attached which have been approved by the Facility Manager or designee.
 - 12.1.3 Invoices submitted for services performed as the result of Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.
 - 12.1.4 Invoices submitted for services that are performed as the result of Other Work/Services must also include copies of Director's written request for the services and any additional supporting documentation required for the services provided.
 - 12.1.5 Other information or details as may be requested or specified by the Director.
 - 12.1.6 Each invoice must contain, in addition to the above, the five digit Systems Applications and Products (SAP) Contract Number and Service Release Order (SRO) number assigned by the City Controller's Office to the specified contract services; a complete description of the services provided (and complete contract name); and the Contractor's contact person for invoice irregularities.
 - 12.1.7 **PWE Invoicing Address:** Department of Public Works and Engineering, Accounts Payable Service Contracts, P.O. Box 61449, Houston, TX 77208-1489, E-mail Address: pweapsc@houstontx.gov
 - 12.1.8 **The Houston Airport System:** will accept invoices submitted electronically along with required support information; such as Contract Number(s), Service Release Order Number(s) and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.
 - 12.1.8.1 Requirements are as follows:
 - 12.1.8.1.1 Submit invoices in "TIFF" format.
 - 12.1.8.1.2 Submit to has.accountspayable@cityofhouston.net

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12.1.9 General Services Department (GSD):

The Contractor shall submit along with their monthly invoice for each GSD managed facility documenting the number of pest control services provided. The contractor shall mail all approved invoices to:

City of Houston
General Services Department
Accounts Payable
PO Box 61189
Houston, TX 77208-1189

12.1.10 **Houston Parks and Recreation Department:** Parks and Recreation Department, 2999 S. Wayside, Gragg Building, Accounts Payable Division - Attn: Gina Singleton, Houston, TX 77023

12.1.11 **Solid Waste Management Department:** COH Dept. of Solid Waste, Attn: Wealthia White, P.O. Box 1562, Houston, TX 77251-1562

12.1.12 **Houston Fire Department:** Houston Fire Department, 600 Jefferson, 8th Floor, Houston, TX 77002

13.0 WORK VERIFICATION:

13.1 When scheduled for work, the Contractor's personnel shall check in at the offices of the Facility Managers. The Contractor shall present daily work orders or schedule. At that time, additional instructions, if any, will be provided by the Facility Managers. When the work is completed, or upon cessation of work, the Contractor shall return to the Facility Manager and complete the City Service Log (Attachment A) describing services and procedures utilized for the schedule work with appropriate follow-up actions if needed. The Facility Manager will verify and approve the City Service Log (CSL) and the Contractor's work order. A copy of the signed log and work order, with approval signature and employee ID number, shall be submitted with the Contractor's invoice for payment. Invoices submitted without the appropriate City log and work order approval will not be processed for payment until proper documentation is received. Contractor shall send separate invoices to the individual Facility Managers as requested by Department staff.

14.0 CHARGES:

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

14.2 Contractor shall accept the following types of payments

- a. Purchase Order
- b. SRO (Service Release Order)
- c. EPO (Emergency Purchase Order)
- d. P-Card

15.0 DISPUTES:

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

16.0 SUBCONTRACTORS:

16.1 The Contractor may use only subcontractors approved by the Director in connection with the performance of work under the Agreement, and the Contractor shall be completely responsible to the City for such subcontractors and their acts and omissions to the same extent as if there were no subcontractors.

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17.0 DAMAGE TO CITY PROPERTY:

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

18.0 PRE-PERFORMANCE CONFERENCE:

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

Start-up and phase-in and performance schedule

Contract administration

Facilities utilization

Channels of communication

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

19.0 ADDITIONS & DELETIONS:

19.1 The City, by written notice from the City Chief Procurement Officer 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 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.

20.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

22.0 INTERLOCAL AGREEMENT:

22.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity

that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

23.0 WARRANTY OF SERVICES:

23.1 *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.

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

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- 23.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor represents and warrants that all services performed under the Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Agreement. 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-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 23.4 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.

24.0 PERFORMANCE BOND:

- 24.1 The successful Contractor shall furnish and maintain a Performance Bond in the amount One-hundred Percent (100%) of the annual contract rate conditioned on Contractor's full and timely performance of the Agreement. The bond will be renewed annually on the anniversary date of the contract award each Agreement Year. The Agreement Term shall be five years.

The Performance Bond shall be in the same form as that distributed by the City, and attached hereto as **Exhibit "III,"** all duly executed by this bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

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**EXHIBIT "BB"
LOCATIONS**

ALARM SYSTEM LOCATIONS: All locations are to be full service sites, with services that include but are not limited to system monitoring, inspection, sensitivity testing, maintenance, repairs, and 24 hour answering/telephone response services.

GENERAL GOVERNMENT FACILITIES FIRE ALARM MONITORING

LOCATION ID	LOCATION DESCRIPTION	ADDRESS	DEPARTMENT	TYPE OF SERVICE
1.	CITY HALL	901 BAGBY	GSD	FIRE ALARM
2.	CITY HALL ANNEX	900 BAGBY	GSD	FIRE ALARM
3.	MUNICIPAL COURTS COMPLEX	1400 LUBBOCK	GSD/COURTS	FIRE ALARM
4.	HOUSTON EMERGENCY CENTER (HEC)	5320 N. SHEPHERD	GSD/HEC	FIRE ALARM

HOUSTON POLICE FACILITIES FIRE ALARM MONITORING

5.	CENTRAL POLICE STATION COMPLEX	61 RIESNER	GSD/POLICE	FIRE ALARM
6.	CENTRAL POLICE STATION GARAGE	61 RIESNER	GSD/POLICE	FIRE ALARM
7.	CLEAR LAKE POLICE STATION	2855 BAY AREA BLVD.	GSD/POLICE	FIRE ALARM
8.	GERSON BUILDING	33 ARTESIAN	GSD/POLICE	FIR ALARM
9.	KINGWOOD POLICE STATION	3915 RUSTIC WOOD	GSD/POLICE	FIRE ALARM
10.	MAGNOLIA SUBSTATION	7525 SHERMAN	GSD/POLICE	FIRE ALARM
11.	MCNAIR POLICE STATION	2202 ST. EMANUEL	GSD/POLICE	FIRE ALARM
12.	MIDWEST POLICE STATION	7277 REGENCY SQUARE	GSD/POLICE	FIRE ALARM
13.	MORRISON POLICE ACADEMY	17000 ALDINE WESTFIELD	GSD/POLICE	FIRE ALARM
14.	MOUNTED PATROL STATION	5005 LITTLE YORK	GSD/POLICE	FIRE ALARM
15.	NORTH POLICE STATION	9455 W. MONTGOMERY	GSD/POLICE	FIRE ALARM
16.	NORTHEAST POLICE STATION	8301 LEY RD.	GSD/POLICE	FIRE ALARM
17.	NORTHWEST POLICE STATION	6000 TEAGUE	GSD/POLICE	FIRE ALARM
18.	HPD PROPERTY ROOM	1202 WASHINGTON	GSD/POLICE	FIRE ALARM
19.	HPD ACADEMY QUALIFICATION TRAILER	17000 ALDINE WESTFIELD	GSD/POLICE	FIRE ALARM
20.	SOUTH GESSNER POLICE STATION	8605 WESTPLACE	GSD/POLICE	FIRE ALARM
21.	SOUTHWEST SUBSTATION COMPLEX	4503 BEECHNUT	GSD/POLICE	FIRE ALARM
22.	UNIFORM SUPPLY BUILDING	700 HOUSTON AVENUE	GSD/POLICE	FIRE ALARM

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LOCATION ID	LOCATION DESCRIPTION	ADDRESS	DEPARTMENT	TYPE OF SERVICE
23.	WEST POLICE STATION	2203 S. DAIRY ASHFORD	GSD/POLICE	FIR ALARM
HOUSTON FIRE FACILITIES				
24.	FIRE STATION #84	320 GEARS RDOAD	GSD/FIRE	FIRE ALARM
25.	FIRE DEPT. RESCUE COMMAND STATION	402 TABOR	GSD/FIRE	SECURITY/INTRUSION
26.	FIRE STATION #8	1919 LOUISIANA ST.	GSD/FIRE	FIRE ALARM
27.	FIRE STATION #15	5306 N. MAIN ST.	GSD/FIRE	FIRE ALARM
28.	FIRE STATION #24	2625 REED RD.	GSD/FIRE	FIRE ALARM
29.	FIRE STATION #27	6515 LYONS AVE.	GSD/FIRE	FIRE ALARM
30.	FIRE STATION #33	7117 FANNIN ST.	GSD/FIRE	FIRE ALARM
31.	FIRE STATION #37	7026 STELLA LINK	GSD/FIRE	FIRE ALARM
32.	FIRE STATION #72	17401 SATURN LANE	GSD/FIRE	FIRE ALARM
33.	FIRE STATION #83	3350 BREZEWOOD LANE	GSD/FIRE	FIRE ALARM
34.	FIRE STATION #86	14300 BRIAR FOREST DR.	GSD/FIRE	FIRE ALARM
35.	FIRE STATION #90	16553 PARK ROW	GSD/FIRE	FIRE ALARM & SPRINKLER TEST
36.	FIRE STATION 93	911 FM 1959 RD.	GSD/FIRE	FIRE ALARM
37.	FIRE STATION # 94	235 EL DORADO BLVD.	GSD/FIRE	FIRE ALARM
38.	FIRE STATION #96	7409 WILLOW CHASE BLVD.	GSD/FIRE	FIRE ALARM
39.	FIRE STATION #105	14014 WEST LAKE HOUSTON PKWY	GSD/FIRE	FIRE ALARM
40.	HFD LOGISTICAL BUILDING	1205 DART ST.	GSD/FIRE	FIRE ALARM
41.	HFD TRAINING ACADEMY	8030 BRANIFF	GSD/FIRE	FIRE ALARM, SPRINKLER SYSTEM, & ELEVATOR INSPECTION
HOUSTON HEALTH FACILITIES FIRE ALARM MONITORING				
42.	CENTRAL HEADQUARTERS	8000 N. STADIUM	GSD/HEALTH	FIRE ALARM
43.	CENTRAL LAB HEADQUARTERS	1115 S. BRAESWOOD	GSD/HEALTH	FIRE ALARM
44.	DENVER HARBOR MULTI-SERVICE CENTER	6402 MARKET	GSD/HEALTH	FIRE ALARM
45.	ENVIRONMENTAL CONTROL FACILITY	7411 PARK PLACE	GSD/HEALTH	FIRE ALARM
46.	FACILITIES HEADQUARTERS	3026 BERRY ROAD	GSD/HEALTH	FIRE ALARM
47.	FIFTH WARD MULTI-SERVICE CENTER	4014 MARKET STREET	GSD/HEALTH	FIRE ALARM

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LOCATION ID	LOCATION DESCRIPTION	ADDRESS	DEPARTMENT	TYPE OF SERVICE
48.	HEALTH WAREHOUSE	3301 COMMERCE	GSD/HEALTH	FIRE ALARM
49.	NORTH MAIN HEALTH FACILITY	9003 N. MAIN, BLDG. C	GSD/HEALTH	FIRE ALARM
50.	HIRAM CLARK MULTI-SERVICE CENTER	3810 W. FUQUA	GSD/HEALTH	FIRE ALARM
51.	HOLCOMBE LABS	2250 & 2252 HOLCOMBE	GSD/HEALTH	FIRE ALARM
52.	JOHN PEAVY SR. CENTER	3814 MARKET	GSD/HEALTH	FIRE ALARM
53.	KASHMERE MULTI-SERVICE CENTER	4802 LOCKWOOD	GSD/HEALTH	FIRE ALARM
54.	LA NUEVA CASA DE AMIGOS	1809 N. MAIN	GSD/HEALTH	FIRE ALARM
55.	MAGNOLIA MULTI-SERVICE CENTER	7037 CAPITOL	GSD/HEALTH	FIRE ALARM
56.	METROPOLITAN MULTI-SERVICE CENTER	1475 W. GRAY	GSD/HEALTH	FIRE ALARM
57.	NORTHEAST MULTI-SERVICE CENTER	9720 SPAULDING	GSD/HEALTH	FIRE ALARM
58.	NORTHSIDE HEALTH CENTER	8523 ARKANSAS	GSD/HEALTH	FIRE ALARM
59.	RIVERSIDE HEALTH CENTER	3315 DELANO	GSD/HEALTH	FIRE ALARM
60.	SOUTHWEST MULTI-SERVICE CENTER	6400 HIGH STAR	GSD/HEALTH	FIRE ALARM
61.	SUNNYSIDE HEALTH CENTER	9314 CULLEN	GSD/HEALTH	FIRE ALARM
62.	SUNNYSIDE MULTI-SERVICE CENTER	4605 WILMINGTON	GSD/HEALTH	FIRE ALARM
63.	THIRD WARD MULTI-SERVICE CENTER	3611 ENNIS	GSD/HEALTH	FIRE ALARM
64.	WEST END HEALTH CENTER	190 HEIGHTS	GSD/HEALTH	FIRE ALARM
65.	WEST END MULTI-SERVICE CENTER	170 HEIGHTS	GSD/HEALTH	FIRE ALARM
HOUSTON LIBRARY FACILITIES FIRE ALARM MONITORING				
66.	ACRES HOMES BRANCH	8501 W. MONTGOMERY	GSD/LIBRARY	FIRE ALARM
67.	AFRICAN AMERICAN BRANCH	1300 VICTOR	GSD/LIBRARY	FIRE ALARM
68.	ALIEF REGIONAL BRANCH	7979 S/ KIRKWOOD	GSD/LIBRARY	FIRE ALARM
69.	BRACEWELL BRANCH	9002 KINGPOINT RD.	GSD/LIBRARY	FIRE ALARM
70.	CARNEGIE BRANCH	1050 QUITMAN	GSD/LIBRARY	FIRE ALARM
71.	CLAYTON BRANCH	5300 CAROLINE	GSD/LIBRARY	FIRE ALARM
72.	CLAYTON HOUSE BRANCH	5300 CAROLINE	GSD/LIBRARY	FIRE ALARM
73.	COLLIER BRANCH	6200 Pinemont	GSD/LIBRARY	FIRE ALARM
74.	DIXON BRANCH	8002 HIRSH	GSD/LIBRARY	FIRE ALARM
75.	FLORES BRANCH	110 NORTH MILBY	GSD/LIBRARY	FIRE ALARM
76.	FRANK BRANCH	6440 W. BELFORT	GSD/LIBRARY	FIRE ALARM

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77.	HEIGHTS BRANCH	1302 HEIGHTS	GSD/LIBRARY	FIRE ALARM
78.	HILLEDAHL BRANCH	2436 N. GESSNER	GSD/LIBRARY	FIRE ALARM
79.	JESSE H. JONES LIBRARY	500 MCKINNEY	GSD/LIBRARY	FIRE ALARM
80.	JOHNSON BRANCH	3517 REED RD.	GSD/LIBRARY	FIRE ALARM
81.	JULIA IDESON LIBRARY	550 MCKINNEY	GSD/LIBRARY	FIRE ALARM
82.	JUNGMAN BRANCH	5830 WESTHEIMER	GSD/LIBRARY	FIRE ALARM
83.	KASHMERE GARDENS	5411 PARDEE	GSD/LIBRARY	FIRE ALARM
84.	LAKEWOOD BRANCH	8815 FELAND	GSD/LIBRARY	FIRE ALARM
85.	LOOSCAN BRANCH	2510 WILLOWICK	GSD/LIBRARY	FIRE ALARM
86.	MANCUSO BRANCH	6767 BELLFORT	GSD/LIBRARY	FIRE ALARM
87.	MELCHER BRANCH	7200 KELLER	GSD/LIBRARY	FIRE ALARM
88.	MEYER BRANCH	5005 W. BELLFORT	GSD/LIBRARY	FIRE ALARM
89.	MONTROSE BRANCH	4100 MONTROSE	GSD/LIBRARY	FIRE ALARM
90.	MOODY BRANCH	9525 IRVINGTON	GSD/LIBRARY	FIRE ALARM
91.	NEW KENDALL LIBRARY	609 N. ELDRIDGE	GSD/LIBRARY	FIRE ALARM
92.	OAK FOREST BRANCH	1349 W. 43RD	GSD/LIBRARY	FIRE ALARM
93.	PARK PLACE BRANCH	8145 PARK PLACE BLVD.	GSD/LIBRARY	FIRE ALARM
94.	PLEASANTVILLE BRANCH	1510 GELHORN	GSD/LIBRARY	FIRE ALARM
95.	RING BRANCH	8835 LONG POINT	GSD/LIBRARY	FIRE ALARM
96.	ROBINSON-WESTCHASE	3223 WILCREST	GSD/LIBRARY	FIRE ALARM
97.	SCENIC WOODS BRANCH	10677 HOMESTEAD RD.	GSD/LIBRARY	FIRE ALARM
98.	SMITH BRANCH	3624 SCOTT	GSD/LIBRARY	FIRE ALARM
99.	STANAKER BRANCH	611 S. SGT. MACARIO GARCIA	GSD/LIBRARY	FIRE ALARM
100.	STELLA LINK-MCGOVERN BRANCH	7505 STELLA LINK	GSD/LIBRARY	FIRE ALARM
101.	STIMELY-BLUE RIDGE	7007 W. FUQUA	GSD/LIBRARY	FIRE ALARM
102.	TUTTLE BRANCH	702 KRESS	GSD/LIBRARY	FIRE ALARM
103.	WALTER BRANCH	7660 CLAREWOOD	GSD/LIBRARY	FIRE ALARM
104.	YOUNG BRANCH	5400 GRIGGS	GSD/LIBRARY	FIRE ALARM
ELEVATOR MONITORING FACILITIES				
105.	ACRES HOMES MULTI-SERVIC CENTER	6719 W. MONTGOMERY	GSD/HEALTH	ELEVATOR MONITORING

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LOCATION ID	LOCATION DESCRIPTION	ADDRESS	DEPARTMENT	TYPE OF SERVICE
106.	HEALTH CENTRAL HEADQUARTERS (6TH GARAGE)	8000 N. STADIUM DR.	GSD/HEALTH	ELEVATOR MONITORING
107.	HEALTH CENTRAL HEADQUARTERS (1, 2 & 3)	8000 N. STADIUM DR.	GSD/HEALTH	ELEVATOR MONITORING
108.	DENVER HARBOR	6402 MARKET	GSD/HEALTH	ELEVATOR MONITORING
109.	LA NUEVA CASA DE AMIGOS (1, 2 & 3)	1809 N. MAIN	GSD/HEALTH	ELEVATOR MONITORING
110.	LABORATORY/MEDICAL CLINIC #1	1115 S. BRAESWOOD	GSD/HEALTH	ELEVATOR MONITORING
111.	LEARNING RESOURCE CENTER	3102 CENTER	GSD/LIBRARY	ELEVATOR MONITORING
112.	NEW KENDALL LIBRARY	609 N. ELDRIGDGE RD.	GSD/LIBRARY	ELEVATOR MONITORING

REFRIGERATION (FREEZER) MONITORING SITES

113.	HEALTH CENTRAL LABORATORY	1115 S. BRAESWOOD	GSD/HEALTH	TEMP. MONITORING
114.	COMMERCE ST. WAREHOUSE	1301 COMMERCE	GSD/HEALTH	TEMP. MONITORING
115.	HEALTH DEPART HEADQUARTERS	8000 N. STADIUM DR.	GSD/HEALTH	TEMP. MONITORING
116.	LA NUEVA CASA DE AMIGOS	1809 N. MAIN	GSD/HEALTH	TEMP. MONITORING
117.	NORTHSIDE MULTI-SERVICE CENTER	8523 ARKANSAS	GSD/HEALTH	TEMP. MONITORING
118.	SHARPSTOWN WIC	6102 BONHOMME	GSD/HEALTH	TEMP. MONITORING
119.	SUNNYSIDE HEALTH	9314 CULLEN	GSD/HEALTH	TEMP. MONITORING

GENERAL GOVERNMENT SECURITY ALARM MONITORING SITES

120.	PDMO MONITORING	2511 BROAD ST.	GSD/FINANCE	SECURITY ALARM
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HOUSTON LIBRARY FACILITIES SECURITY ALARM MONITORING

121.	ACRES HOMES BRANCH	8501 W. MONGOMERY	GSD/LIBRARY	SECURITY ALARM
122.	AFRICAN AMERICAN BRANCH	1300 VICTOR	GSD/LIBRARY	SECURITY ALARM
123.	ALIEF REGIONAL BRANCH	7979 S. KIRKWOOD	GSD/LIBRARY	SECURITY ALARM
124.	BRACEWELL BRANCH	10115 KLECKLEY	GSD/LIBRARY	SECURITY ALARM
125.	CARNEGIE BRANCH	1050 QUITMAN	GSD/LIBRARY	SECURITY ALARM
126.	CLAYTON BRANCH	5300 CAROLINE	GSD/LIBRARY	SECURITY ALARM
127.	CLAYTON HOUSE	5300 CAROLINE	GSD/LIBRARY	SECURITY ALARM

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128.	COLLIER BRANCH	6200 PINEMONT	GSD/LIBRARY	SECURITY ALARM
129.	DIXON BRANCH	8002 HIRSCH	GSD/LIBRARY	SECURITY ALARM
130.	ELECTRICAL RESOURCE CTR. PROPERTY ROOM	3102 CENTER	GSD/LIBRARY	SECURITY ALARM
131.	FIFTH WARD BRANCH	4014 MARKET	GSD/LIBRARY	SECURITY ALARM
132.	FLORES BRANCH	110 NORTH MILBY	GSD/LIBRARY	SECURITY ALARM
133.	FRANK EXPRESS	10103 FONDREN	GSD/LIBRARY	SECURITY ALARM
134.	HEIGHTS BRANCH	1302 HEIGHTS	GSD/LIBRARY	SECURITY ALARM
135.	HILLEDAHL BRANCH	2436 GESSNER	GSD/LIBRARY	SECURITY ALARM
136.	JOHNSON NEIGHBORHOOD BRANCH	3517 REED RD.	GSD/LIBRARY	SECURITY ALARM
137.	JUNGMAN BRANCH	5830 WESTHEIMER	GSD/LIBRARY	SECURITY ALARM
138.	KASHMERE GARDENS	5411 PARDEE	GSD/LIBRARY	SECURITY ALARM
139.	LAKESWOOD BRANCH	8815 FELAND	GSD/LIBRARY	SECURITY ALARM
140.	LOOSCAN BRANCH	2510 WILLOWICK	GSD/LIBRARY	SECURITY ALARM
141.	MANCUSO BRANCH	6767 BELLFORT	GSD/LIBRARY	SECURITY ALARM
142.	MELCHER BRANCH	7200 KELLER	GSD/LIBRARY	SECURITY ALARM
143.	MEYER BRANCH	5005 W. BELLFORT	GSD/LIBRARY	SECURITY ALARM
144.	MONTROSE BRANCH	4100 MONTROSE	GSD/LIBRARY	SECURITY ALARM
145.	MOODY BRANCH	9525 IRVINGTON	GSD/LIBRARY	SECURITY ALARM
146.	NEW BRACEWELL BRANCH	9002 KINGSPPOINT	GSD/LIBRARY	SECURITY ALARM
147.	NEW KENDALL LIBRARY	609 N. ELDRIDGE	GSD/LIBRARY	SECURITY ALARM
148.	OAK FOREST BRANCH	1349 W. 43RD	GSD/LIBRARY	SECURITY ALARM
149.	PARK PLACE BRANCH	8145 PARK PLACE BLVD.	GSD/LIBRARY	SECURITY ALARM
150.	PLEASANTVILLE BRANCH	1520 GELLHORN	GSD/LIBRARY	SECURITY ALARM
151.	RING BRANCH	8835 LONG POINT	GSD/LIBRARY	SECURITY ALARM

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152.	ROBINSON-WESTCHASE BRANCH	3223 WILCREST	GSD/LIBRARY	SECURITY ALARM
153.	SCENIC WOODS BRANCH	10677 HOMESTEAD RD.	GSD/LIBRARY	SECURITY ALARM
154.	STANAKER BRANCH	611 S. SGT. MACARIO GARCIA	GSD/LIBRARY	SECURITY ALARM
155.	STIMLEY-BLUE RIDGE	7007 W. FUQUA	GSD/LIBRARY	SECURITY ALARM
156.	SMITH BRANCH	3624 SCOTT	GSD/LIBRARY	SECURITY ALARM
157.	STELLA LINK BRANCH	7505 STELLA LINK	GSD/LIBRARY	SECURITY ALARM
158.	TUTTLE BRANCH	702 KRESS	GSD/LIBRARY	SECURITY ALARM
159.	WALTER BRANCH	7660 CLAREWOOD	GSD/LIBRARY	SECURITY ALARM
160.	YOUNG BRANCH	5400 GRIGGS	GSD/LIBRARY	SECURITY ALARM

HOUSTON HEALTH FACILITIES SECURITY ALARM MONITORING

161.	ACRES HOMES ADMINISTRATION	6719 W. MONTGOMERY	GSD/HEALTH	SECURITY ALARM
162.	ALDINE WIC	5198 ALDIN MAIL ROUTE	GSD/HEALTH	SECURITY ALARM
163.	ALIEF WIC	12660 BEECHNUT	GSD/HEALTH	SECURITY ALARM
164.	CENTRAL MAIN LAB & PHARMACY	1115 S. BRAESWOOD	GSD/HEALTH	SECURITY ALARM
165.	COCHRAN BLDG.	1906 COCKRAN	GSD/HEALTH	SECURITY ALARM
166.	DENVER HARBOR MULTI-SERVICE CENTER	6402 MARKET	GSD/HEALTH	SECURITY ALARM
167.	ENVIRONMENTAL HEALTH ADMINISTRATION	7411 S. PARK PLACE	GSD/HEALTH	SECURITY ALARM
168.	FACILITIES BUREAU HEADQUATERS	3026 BERRY RD.	GSD/HEALTH	SECURITY ALARM
169.	HEALTH ADMINISTRATION	8000 N. STADIUM DR.	GSD/HEALTH	SECURITY ALARM
170.	HEALTH FACILITY, BLDG. C	9003 N. MAIN, BLDG. C	GSD/HEALTH	SECURITY ALARM
171.	HEALTH POLLUTION CONTROL	7411 PARK PLACE	GSD/HEALTH	SECURITY ALARM
172.	HIRAM CLARK MULTI-SERVICE CENTER	3810 W. FUQUA	GSD/HEALTH	SECURITY ALARM
173.	JOHN PEAVY SENIOR CENTER	3814 MARKET ST.	GSD/HEALTH	SECURITY ALARM
174.	KASHMERE MULTI-SERVICE CENTER	4802 LOCKWOOD	GSD/HEALTH	SECURITY ALARM
175.	LE NUEVA CASA DE AMIGOS	1809 N. MAIN	GSD/HEALTH	SECURITY

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				ALARM
176.	MAGNOLIA MULTI-SERVICE CENTER	7037 CAPITOL	GSD/HEALTH	SECURITY ALARM
177.	METROPOLITAN MULTI-SERVICE CENTER	1475 W. GRAY	GSD/HEALTH	SECURITY ALARM
178.	NEIGHBORHOOD PROTECTION	7125 ARDMORE	GSD/HEALTH	SECURITY ALARM
179.	NORTHEAST MULTI-SERVICE CENTER	9720 SPAULDING	GSD/HEALTH	SECURITY ALARM
180.	NORTHSIDE HEALTH CENTER	8523 ARKANSAS	GSD/HEALTH	SECURITY ALARM
181.	NORTHWEST WIC	8536 HAMMERLY	GSD/HEALTH	SECURITY ALARM
182.	RIVERSIDE HEALTH CENTER	3315 DELANO	GSD/HEALTH	SECURITY ALARM
183.	SHARPSTOWN WIC	6201 BONHOMME	GSD/HEALTH	SECURITY ALARM
184.	SOUTHWEST MULTI-SERVICE CENTER	6400 HIGH STAR	GSD/HEALTH	SECURITY ALARM
185.	SUNNYSIDE HEALTH CENTER	9314 CULLEN	GSD/HEALTH	SECURITY ALARM
186.	SUNNYSIDE MULTI-SERVICE CENTER	4605 WILMINGTON	GSD/HEALTH	SECURITY ALARM
187.	THIRD WARD MULTI-SERVICE CENTER	3611 ENNIS	GSD/HEALTH	SECURITY ALARM
188.	TRI-COMMUNITY CENTER	9525 CLINTON DR.	GSD/HEALTH	SECURITY ALARM
189.	WEST END MULTI-SERVICE CENTER, BLDG. 1	170 HEIGHTS	GSD/HEALTH	SECURITY ALARM
190.	WEST END MULTI-SERVICE CENTER	190 HEIGHTS	GSD/HEALTH	SECURITY ALARM

ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT FACILITIES FIRE/SECURITY ALARM MONITORING

191.	PARKING MANAGEMENT	2020 MCKINNEY	GSD/PARKING MANAGEMENT	FIRE/SECURITY ALARM
192.	BUREAU OF ANIMAL REGULATION & CARE (BARC)	2700 EVELLA-3110 STEVENS	GSD/BARC	FIRE/SECURITY ALARM
193.	BUREAU OF ANIMAL REGULATION & CARE (BARC) ADOPTION CENTER	3300 CARR ST.	GSD/BARC	FIRE/SECURITY ALARM

HOUSTON TRANSTAR FIRE/SECURITY ALARM MONITORING

194.	HOUSTON TRANSTAR	1002 WASHINGTON	GSD/PWE/TRANS TAR	FIRE/SECURITY ALARM
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PUBLIC UTILITY DIVISION FACILITIES FIRE/SECURITY ALARM MONITORING

195.	SOUTHEAST QUADRANT PUBLIC UTILITY DIVISION	2700 & 2701 DALTON	GSD/PWE	FIRE/SECURITY ALARM
196.	NORTHWEST QUADRANT PUBLIC UTILITY DIVISION	5900 & 5901 TEAGUE	GSD/PWE	FIRE/SECURITY ALARM

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197.	SOUTHWEST QUADRANT PUBLIC UTILITY DIVISION	7101 & 7102 RENWICK	GSD/PWE	FIRE/SECURITY ALARM
198.	NORTHEAST QUADRANT PUBLIC UTILITY DIVISION	718 & 719 E. BURRESS	GSD/PWE	FIRE/SECURITY ALARM
FLEET MANAGEMENT DEPARTMENT FACILITIES FIRE/SECURITY ALARM MONITORING				
199.	FLEET GARAGE	1700 CROSSTIMBERS	GSD/FLEET	FIRE/SECURITY ALARM
200.	FLEET GARAGE	5410 MCCARTY	GSD/FLEET	FIRE/SECURITY ALARM
201.	FLEET ADMINISTRATION	100 A JAPHET	GSD/FLEET	FIRE/SECURITY ALARM
202.	FLEET GARAGE	103 JAPHET	GSD/FLEET	FIRE/SECURITY ALARM
203.	FLEET GARAGE	802 E. BURRESS	GSD/FLEET	FIRE/SECURITY ALARM
204.	FLEET GARAGE	5900 TEAGUE	GSD/FLEET	FIRE/SECURITY ALARM
DEPARTMENT OF PUBLIC WORKS & ENGINEERING FACILITIES SERVICES				
205.	UPPER BRASWOOD WAREHOUSE	13211 WEST HOUSTON CENTER BLVD.	PWE	SECURITY MONITORING
206.	MATERIAL MANAGEMENT BRANCH MAIN WAREHOUSE	2805 MCKINNEY STREET	PWE	SECURITY MONITORING
207.	UTILITY CUSTOMER SERVICE (UCS)	4200 & 4215 LEELAND	PWE	INSPECTON AND MAINTENANCE
208.	DRINKING WATER CENTRAL	105 SABINE ST.	PWE	FIRE ALARM MONITORING & INSPECTION
209.	DRINKING WATER KAY ADDICKS	1456 BRITTMORE	PWE	FIRE ALARM MONITORING & INSPECTION
210.	DRINKING WATER WAREHOUSE	7000 ARDMORE	PWE	FIRE ALARM MONITORING & INSPECTION
211.	DRINKING WATER WAREHOUSE	7004 ARDMORE	PWE	FIRE ALARM MONITORING & INSPECTION
212.	DRINKING WATER PARK GLEN PLT	10932 1/2 STANNCLIFF RD.	PWE	FIRE ALARM MONITORING & INSPECTION
213.	DRINKING WATER SOUTHWEST PUMP STATION	4410 WESTPARK	PWE	FIRE ALARM MONITORING & INSPECTION
214.	DRINKING WATER SOUTHEAST WATER PURIFICATION PLANT (SEWPP)	3100 GENOA RED BLUFF	PWE	FIRE ALARM MONITORING & INSPECTION
215.	NORTHEAST WATER PURIFICATION PLANT (NEWPP)	12121 N. SAM HOUSTON PARKWAY	PWE	FIRE ALARM MONITORING & INSPECTION
216.	GROVEWAY CENTER WASTE WATER OPERATIONS	4545 GROVEWAY DR.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION & FIRE SPRINKLER SYSTEM INSPECTIONS
217.	BELTWAY LAB WASTE WATER OPERATIONS	10500 BELLAIRE BLVD.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, INTRUSION ALARM MONITORING & FIRE SPRINKLER SYSTEM INSPECTIONS
218.	CULLEN CENTER WASTE WATER OPERATIONS	7440 CULLEN BLVD.	PWE	FIRE ALARM MONITORING & FIRE ALARM INSPECTION
219.	69TH STREET WASTE WATER TREATMENT PLANT	2525 S. SGT. MACARIO GARCIA DR.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, INTRUSION ALARM MONITORING AND FIRE SPRINKLER SYSTEM INSPECTIONS

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220.	WASTE WATER OPERATIONS ADMINISTRATION BUILDING	2525 S. SGT. MACARIO GARCIA DR.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION & FIRE SPRINKLER SYSTEM INSPECTIONS
221.	WASTE WATER OPERATIONS MAINTENANCE BUILDING	2525 S. SGT. MACARIO GARCIA DR.	PWE	SPRINKLER SYSTEM INSPECTIONS
222.	WASTE WATER OPERATIONS SLUDGE ADMINISTRATION BUILDING	2525 S. SGT. MACARIO GARCIA DR.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION & FIRE SPRINKLER SYTEM INSPECTIONS
223.	ALMEDA SIMS WASTE WATER TREATMENT PLANT	12319-1/2 ALMEDA RD.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, INTRUSTION ALARM MONITORING & FIRE SPRINKLER SYSTEM INSPECTIONS
224.	ALMEDA SIMS WASTE WATER TREATMENT PLANT ADMINISTRATION BUILDING	12319-1/2 ALMEDA RD.	PWE	FIRE ALARM MONITORING & FIRE ALARM INSPECTIONS
225.	ALMEDA SIMS WASTE WATER TREATMENT PLANT SLUDGE BUILDING	12319-1/2 ALMEDA RD.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION & FIRE SPRINKLER SYSTEM INSPECTIONS
226.	SIMS SOUTH WASTE WATER TREATMENT PLANT	3005 OLD GALVESTON RD.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, INTRUION ALARM MONITORING & FIRE SPRINKLER SYSTEM INSPECTIONS
227.	SIMS SOUTH WASTE WATER TREATMENT PLANT - BUILDING B	3005 OLD GALVESTON RD.	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, INTRUSION ALARM MONITORING & INTRUSION ALARM INSPECTIONS
228.	SIMS BAYOU NORTH WASTE WATER TREATMENT PLANT	9500 LAWNDAL STREET	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, INTRUSION ALARM MONITORING & FIRE SPRINKLER SYSTEM INSPECTIONS
229.	SIMS BAYOU NORTH WASTE WATER TREATMENT PLANT SLUDGE BUILDING B	9500 LAWNDAL STREET	PWE	SPRINKLER SYSTEM INSPECTIONS
230.	SIMS BAYOU NORTH WASTE WATER TREATMENT PLANT ADMINISTRATION BUILDING C	9500 LAWNDAL STREET	PWE	FIRE ALARM MONITORING, FIRE ALARM INSPECTION, & FIRE SPRINKLER SYSTEM INSPECTIONS
SOLID WASTE MANAGEMENT				
231.	SOUTHEAST SERVICE CENTER	1506 CENTRAL STREET	SWD	ELEVATOR MONITORING
232.	SOUTHWEST SERVICE CENTER MAINTENANCE SHOP	11500 SOUTH POST OAK	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
233.	NORTHEAST SERVICE CENTER	5617 NECHES STREET	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING,

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				INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
234.	NORTHWEST SERVICE CENTER	1245 JUDIWAY STREET	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
235.	ENVIRONMENTAL SERVICE CENTER (NEW BUILDING)	11500 SOUTH POST OAK	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
236.	REUSE WAREHOUSE	9003 NORTH MAIN STREET	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
237.	NORTHEAST SERVICE CENTER (TIRE SHOP)	5617 NECHES STREET	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
238.	NORTHEAST SERVICE CENTER WELDING/BODY SHOP	5617 NECHES STREET	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNICATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.

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239.	SOUTHWEST SERVICE CENTER (COLLECTIONS)	11500 SOUTH POST OAK	SWD	FIRE ALARM PANEL INSPECTION, FIRE ALARM SYSTEM TESTING, FIRE ALARM SYSTEM MAINTENANCE SERVICES, FIRE ALARM SYSTEM INSPECTION, FIRE ALARM MAG LOCK INSPECTION, POWER SUPPLY/AUXILLARY PANEL/ANNUNCIATOR PANEL INSPECTION, FIRE ALARM DEVICES INSPECTION, FIRE ALARM SYSTEM MONITORING AND/OR ANSWERING, INTRUSION ALARM SYSTEM MONITORING, INTRUSION ALARM SYSTEM TESTING, INTRUSION ALRM SYSTEM MAINTENANCE AND INSTRUSION ALARM SYSTEM INSPECTION.
HOUSTON PARKS AND RECREATION DEPARTMENT				
240.	GRAGG PARK- PARKS AND RECREATION HEADQUARTERS	2999 S. WAYSIDE DRIVE.	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
241.	GRAGG PARK - RECREATION AND WELLNESS BUILDING NO. 3	6200 WHEELER ST.	HPARD	FIRE ALARM MONITORING, FIRE ALARM INSPECTIONS, ELEVATOR MONITORING AND ELEVATOR INSPECTIONS
242.	GRAGG PARK - FACILITIES TRADES BUILDING	6200 WHEELER ST.	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
243.	ALIEF COMMUNITY CENTER	11903 BELLAIRE BLVD.	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
244.	HARTMAN COMMUNITY CENTER	9311 E. AVENUE P	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
245.	BARNETT BAYLAND COMMUNITY CENTER	6200 CHIMNEY ROCK	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
246.	EMANCIPATION COMMUNITY CENTER	3018 DOWLING	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
247.	MOODY COMMUNITY CENTER	3725 FULTON	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
248.	STUDE COMMUNITY CENTER	1031 STUDE	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
249.	LINKWOOD COMMUNITY CENTER	3699 NORRIS	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
250.	HIGHLAND COMMUNITY CENTER	3316 DESOTO	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
251.	MEMORIAL GOLF PRO SHOP	1001 MEMORIAL LOOP DRIVE	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
252.	SHARSTOWN COMMUNITY CENTER	6600 HARBOR TOWN	HPARD	FIRE ALARM MONITORING, FIRE ALARM INSPECTIONS, ELEVATOR MONITORING AND ELEVATOR INSPECTIONS
253.	MEMORIAL GOLF - BECKS PRIME (RESTAURANT)	1001 E. MEMORIAL PARKWAY	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
254.	MONTIE BEACH COMMUNITY CENTER	915 NORTHWOOD	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
255.	KINGWOOD COMMUNITY CENTER	4102 RUSTIC WOODS	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
256.	CENTENNIAL GARDENS	1500 HERMAN DRIVE	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
257.	WEST GRAY MULTI-PURPOSE CENTER	1475 W. GRAY	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
258.	HERMAN PARK CONSERVANCY	1700 HERMAN DRIVE	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
259.	JUDSON ROBINSON JR. COMMUNITY CENTER	2020 HERMAN DRIVE	HPARD	FIRE ALARM MONITORING, FIRE ALARM INSPECTIONS, ELEVATOR MONITORING AND ELEVATOR INSPECTIONS
260.	MELROSE COMMUNITY CENTER	1001 CANINO RD.	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
261.	PLATOU COMMUNITY CENTER	11655 CHIMNEY ROCK	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
262.	SAGEMONT COMMUNITY CENTER	11507 HUGHES RD.	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS

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263.	TOWNWOOD COMMUNITY CENTER	3403 SIMSBROOK	HPARD	FIRE ALARM MONITORING AND FIRE ALARM INSPECTIONS
264.	SOWDEN MAINTENANCE FACILITY	12025 SOWDEN RD.	HPARD	FIRE ALARM MONITORING, FIRE ALARM INSPECTIONS, ELEVATOR MONITORING AND ELEVATOR INSPECTIONS
HOUSTON AIRPORT SYSTEM (HAS)				
GEORGE BUSH INTERCONTINENTAL AIRPORT (IAH)				
265.	IAH TERMINAL - A AIRPORT COMMUNICATONS	2800 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
266.	IAH TERMINAL A - CONTRACT SERVICES	2800 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
267.	IAH - TERMINAL A	2800 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
268.	IAH - TERMINAL A - NORTH CONCOURSE	2800 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
269.	IAH - TERMINAL A - SOUTH CONCOURSE	2800 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
270.	IAH - TERMINAL A/B GARAGE	2900 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
271.	IAH - TERMINAL B	3100 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
272.	IAH - TERMINAL B - BAGGAGE	3100 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
273.	IAH - TERMINAL B - APM	3100 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
274.	IAH - APM MAINTENANCE	3115 SOUTH TERMINAL RD.	HAS	HAS BASIC SERVICES
275.	IAH - TERMINAL C	3500 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
276.	IAH - TERMINAL C - EAST (TSA INLINE BAGGAGE	3600 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
277.	IAH - TERMINAL C - BAGGAGE BELT AREA, LEVEL 1	3600 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
278.	IAH - TERMINAL C - EAST GARAGE, LEVEL 1 (REPORTS TO TERM C FACP)	3600 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
279.	IAH - TERMINAL D	3700 NORTH TERMINAL RD.	HAS	HAS BAIASIC SERVICES
280.	IAH - TERMINAL D/FIS 74 LEVEL/ITT	3700 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
281.	IAH - FIS BUILDING	3870 NORTH TERMINAL RD.	HAS	HAS BASIC SERVICES
282.	MARRIOTT HOTEL	18700 JFK BLVD.	HAS	HAS BASIC SERVICES
283.	IAH - SUPPLY CHAIN MANAGEMENT	18600 LEE RD.	HAS	HAS BASIC SERVICES
284.	IAH - FIS/AIR CARGO INSPECTION FACILITY	19581 LEE RD.	HAS	HAS BASIC SERVICES
285.	IAH - FIS CARGO FUMIGATION	19591 LEE RD.	HAS	HAS BASIC SERVICES
286.	HAS ADMINISTRATIVE BLDG.	16930 JFK BLVD.	HAS	HAS BASIC SERVICES
287.	ARFF STATION 54	19006 ALDINE WESTFIELD RD.	HAS	HAS BASIC SERVICES
288.	ARFF STATION 99	18580 CHANUTE RD.	HAS	HAS BASIC SERVICES
289.	ARFF STATION 92	3804 WILL CLAYTON PKWY.	HAS	HAS BASIC SERVICES
290.	IAH - PPM BUILDING (ASC COMPLEX)	4500 WILL CLAYTON PKWY.	HAS	HAS BASIC SERVICES

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291.	IAH - A&G BUILDING (ASC COMPLEX)	4500 WILL CLAYTON PKWY.	HAS	HAS BASIC SERVICES
292.	IAH - EV2 - MDF	18705 LEE RD.	HAS	HAS BASIC SERVICES
293.	IAH - NORTH VALULT	19006 ALDINE WESTFIELD	HAS	HAS BASIC SERVICES
294.	IAH - WEST VAULT	17825 JFK BLVD., BLDG. A	HAS	HAS BASIC SERVICES
295.	IAH - CENTRAL CONTROL BUILDING	18550 AIRMAIL RD.	HAS	HAS BASIC SERVICES
296.	IAH - CENTRAL PLANT	3300 MECOM RD.	HAS	HAS BASIC SERVICES
WILLIAM P. HOBBY AIRPORT (HOU)				
297.	HOU - TERMINAL	7800 AIRPORT BLVD.	HAS	HAS BASIC SERVICES
298.	HOU - RED PARKING GARAGE	7800 AIRPORT BLVD.	HAS	HAS BASIC SERVICES
299.	HOU - BLUE PARKING GARAGE	7800 AIRPORT BLVD.	HAS	HAS BASIC SERVICES
300.	HOU ADMINISTRATIVE BUILDING	8800 PAUL B. KOONCE	HAS	HAS BASIC SERVICES
301.	HOU - NORTH ELECTRICAL VAULT	7800 AIRPORT BLVD.	HAS	HAS BASIC SERVICES
302.	HOU - SOUTH ELECTRIC VAULT	7800 AIRPORT BLVD.	HAS	HAS BASIC SERVICES
303.	HOU - FIS SATELLITE BUILDING	7775 AIRPORT BLVD.	HAS	HAS BASIC SERVICES
304.	HOU - FIS ADDITION	7775 AIRPORT BLVD.	HAS	HA BASIC SERVICES
ELLINGTON AIRPORT (EFD)				
305.	EFD - AMINISTRATIVE BLDG.	6100 FARLEY, BUILDING 510	HAS	HAS BASIC SERVICES
306.	EFD - MAINTENANCE BLDG.	6100 FARLEY, BUILDING 510	HAS	HAS BASIC SERVICES
307.	EFD - CONTROL TOWER	11501 BRANTLY AVENUE	HAS	HAS BASIC SERVICES
308.	EFD - GENERATOR VAULT	11301 BLUME	HAS	HAS BASIC SERVICES
309.	EFD - SOUTH VAULT	11301 BLUME	HAS	HAS BASIC SERVICES
310.	EFD- NORTH VAULT	11301 BLUME	HAS	HAS BASIC SERVICES
311	EFD - HOUSTON AEROSPACE SUPPORT CENTER	13150 SPACE CENTER BLVD.	HAS	HAS BASIC SERVICES

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**EXHIBIT "B-1"
INVENTORY**

**MINIMUM VENDOR REQUIRED INVENTORY
INVENTORY - FIRE**

PARTS	QUANTITY
NFS-3030	1
NFS-640	1
Power supplies	6
Batteries, 12 volt, 7 amp hour	6
Smoke Detectors	12
Strobe Lights	6
Horns	6
Duct Detectors	6
Pull Stations	12
Weather Proof Pull Stations	12
Control Modules	12
Monitoring Module	12
Heat Detectors	6
Stopper II (Pull Station Cover)	4

INVENTORY - SPRINKLER

PARTS	QUANTITY
Tamper Switch	1
Water Flow Switch - 2-1/2"	1
Water Flow Switch - 4"	1
Water Flow Switch - 6"	1
Water Flow Switch - 8"	1
Pressure Switch - Low Air Signal	1
Pressure Switch - High Air Signal	1
Gauges - Water Pressure (300 psi)	20
Gauges - Air Pressure (80 psi)	20

SECTION	DESCRIPTION	SERVICE CREDIT AMOUNT
5.1	Device Change Out Report	\$100.00 Per Day for Non Compliance
5.6	Required Inventory	\$100.00 Per Day for Non Compliance
9.1	Third Party Damage Report	\$100.00 Per Day for Non Compliance
30.3	Monthly Overview Report	\$100.00 Per Day for Non Compliance
30.4	Daily Work Report	\$100.00 Per Day for Non Compliance
30.5	Building Inspection Report	\$100.00 Per Day for Non Compliance
32.4	O & M Meeting Report	\$100.00 Per Day for Non Compliance (every day after 10 days)
33.3	Vacation/Holiday Schedule	\$100.00 Per Day for Non Compliance
33.4	Work Schedule	\$100.00 Per Day for Non Compliance

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EXHIBIT B-2

INVENTORY

HAS FIRE ALARM/SUPPRESSION EQUIPMENT INVENTORY – IAH, HOU AND EFD

Estimate of quantities specific to this contract herein are not a guarantee of actual quantities.

The quantities are a best faith estimate of total systems and devices

NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
	GEORGE BUSH INTERCONTINENTAL			
1	IAH TERMINAL 'A' - AIRPORT COMMUNICATIONS	2800 N. TERMINAL RD., HOUSTON, TX 77032	1	ONYX SYSTEM & 1 WORK STATION
2	IAH TERMINAL 'A' - CONTRACT SERVICES	2800 N. TERMINAL RD., HOUSTON, TX 77032	1	ONYX SYSTEM & 1 WORK STATION
3	IAH - TERMINAL 'A'	2800 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			2	STANDPIPE SYSTEM WET
			1	PIV
			1	CONNECTION TO DIALER
			1	GAS/FM 200 SYSTEM
			37	ION DETECTORS
			51	PHOTO DETECTORS
			12	HEAT DETECTORS
			24	DUCT DETECTORS
			40	AUDIO/VISUAL CIRCUITS
			100	HORNS (SPEAKERS)
			5	HORN/STROBES
			123	STROBES
			1	WATER FLOW SWITCHES
			2	TAMPER SWITCHES
			23	MANUAL PULL STATIONS
4	IAH - TERMINAL 'A' NORTH CONCOURSE	2800 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			3	WET RISERS
			3	DRY SYSTEMS
			1	CITY MAIN
			1	CONNECTION TO DIALER
			2	GAS/ 1230 SAPHIRE SYSTEMS
			62	PHOTO DETECTORS
			21	AUDIO/VISUAL CIRCUITS
			43	HORNS (SPEAKERS)
			57	HORN/STROBES
			67	STROBES
			5	WATER FLOW SWITCHES
			9	TAMPER SWITCHES
			29	MANUAL PULL STATIONS
			1	FIRE PUMP & TANK
			1	JOCKEY PUMP
5	IAH - TERMINAL 'A' SOUTH CONCOURSE	2800 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			4	WET RISERS
			3	DRY RISERS
			1	CITY MAIN
			1	CONNECTION TO DIALER
			1	GATEWAY
			23	PHOTO DETECTORS
			32	DUCT DETECTORS
			25	AUDIO/VISUAL CIRCUITS
			61	HORNS (SPEAKERS)
			52	HORN/STROBES
			39	STROBES
			8	WATER FLOW SWITCHES
			12	TAMPER SWITCHES
			39	MANUAL PULL STATIONS
6	IAH - TERMINAL 'A/B' GARAGE	2900 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			1	WET RISER
			7	STANDPIPE SYSTEM

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			1	FIRE PUMP & TANK
			1	CONNECTION TO DIALER
			1	GATEWAY
			89	PHOTO DETECTORS
			33	HEAT DETECTORS
			17	DUCT DETECTORS
			16	AUDIO/VISUAL CIRCUITS
			146	HORN/STROBES
			2	STROBES
			1	WATER FLOW SWITCHES
			5	TAMPER SWITCHES
			57	PULL STATIONS
7	IAH - TERMINAL 'B'	3100 N.TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			1	WET RISER
			1	STANDPIPE SYSTEM
			1	CITY MAIN
			1	CONNECTION TO DIALER
			93	ION DETECTORS
			19	PHOTO DETECTORS
			9	HEAT DETECTORS
			40	DUCT DETECTORS
			20	AUDIO/VISUAL CIRCUITS
			6	HORNS (SPEAKERS)
			99	HORN/STROBES
			40	STROBES
			2	WATER FLOW SWITCHES
8	IAH TERMINAL 'B' BAGGAGE	3100 N. TERMINAL RD., HOUSTON, TX 77032	2	TAMPER SWITCHES
			45	PULL STATIONS
			1	NOTIFIER 640 FACP
			1	ALL CALL/AHU PANEL
			1	WET RISER
			1	STANDPIPE SYSTEM
			1	CITY MAIN
9	IAH - TERMINAL 'B' - APM	3100 N. TERMINAL RD., HOUSTON, TX 77032	1	CONNECTION TO DIALER
			26	PHOTO DETECTORS

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			11	HEAT DETECTORS
			7	DUCT DETECTORS
			9	AUDIO/VISUAL CIRCUITS
			14	HORN/STROBES
			4	STROBES
			2	WATER FLOW SWITCHES
			5	TAMPER SWITCHES
			6	PULL STATIONS
10	IAH - APM MAINTENANCE	3115 S. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 640 FACP
			1	WET RISER
			1	DRY SYSTEM
			1	CITY MAIN
			1	CONNECTION TO DIALER
			1	GATEWAY
			8	PHOTO DETECTORS
			4	HEAT DETECTORS
			4	AUDIO/VISUAL CIRCUITS
			4	WATER FLOW SWITCHES
			4	TAMPER SWITCHES
11	IAH - TERMINAL 'C'	3500 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			11	WET RISERS
			1	STANDPIPE SYSTEM DRY
			3	CITY MAIN
			1	CONNECTION TO DIALER
			2	GAS/ FM 200 SYSTEMS
			5	ION DETECTORS
			230	PHOTO DETECTORS
			37	HEAT DETECTORS
			48	DUCT DETECTORS
			40	AUDIO/VISUAL CIRCUITS
			149	HORNS (SPEAKERS)
			48	HORNS/STROBES
			2	STROBES
			2	WATER FLOW SWITCHES
			2	TAMPER SWITCHES
			147	MANUAL PULL STATIONS
			1	AUTO - CALL
12	IAH - TERMINAL 'C' - EAST	3600 N.	1	NOTIFIER 640 FACP

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
	(TSA INLINE BAGGAGE0	TERMINAL RD., HOUSTON, TX 77032		
			1	ALL CALL/AHU PANEL
			4	WET RISERS
			5	PRE ACTION SYSTEMS
			1	CITY MAIN
			1	CONNECTION TO DIALER
			1	GATEWAY
			56	ION DETECTORS
			11	PHOTO DETECTORS
			7	AUDIO/VISUAL CIRCUITS
			21	HORN/STROBES
			6	STROBES
			4	WATER FLOW SWITCHES
			4	TAMPER SWITCHES
			4	PULL STATIONS
			2	PRE-ACT DELUGE
13	IAH - TERMINAL 'C' - BAGGAGE BELT AREA, LEVEL 1	3600 N. TERMINAL RD., HOUSTON, TX 77032	1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			6	STANDPIPE SYSTEM TO GARAGE
			1	CITY MAIN
			1	CONNECTION TO DIALER
			2	FDC'S
			3	ION DETECTORS
			1	DUCT DETECTOR
			6	AUDIO/VISUAL CIRCUITS
			12	HORN/STROBES
			6	STROBES
			3	WATER FLOW SWITCHES
			3	TAMPER SWITCHES
			6	PULL STATIONS
			161	MUTISENSORS (HEAT/PHOTO DET)
14	IAH - TERMINAL 'C' EAST GARAGE, LEVEL 1 (REPORTS TO TERM. 'C' FACP)	3600 N. TERMINAL RD., HOUSTON, TX 77032	2	PRE-ACT DELUGE
			1	ALL CALL/AHU PANEL
			1	WET SYSTEM
			3	STANDPIPE SYSTEM DRY
			1	FIRE PUMP
			6	PHOTO DETECTORS
			3	AUDIO/VISUAL CIRCUITS

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			32	HORN/STROBES
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
			33	MANUAL PULL STATIONS
15	IAH - TERMINAL 'D'	3700 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			2	DRY SYSTEMS
			2	STANDPIPE SYSTEM
			1	FIRE PUMP
			1	CONNECTION TO DIALER
			1	GAS/ 1230 SAPHIRE SYSTEMS
			2	GAS/ FM200 SYSTEMS
			700	ION DETECTORS
			51	PHOTO DETECTORS
			39	HEAT DETECTORS
			28	DUCT DETECTORS
			55	AUDIO/VISUAL CIRCUITS
			130	HORNS (SPEAKERS)
			100	HORN/STROBES
			250	STROBES
			18	WATER FLOW SWITCHES
			25	TAMPER SWITCHES
16	IAH - TERMINAL 'D'/'FIS' 74 LEVEL/ITT	3700 N. TERMINAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			1	STANDPIPE SYSTEM
			1	CONNECTION TO DIALER
			1	GATEWAY
			63	PHOTO DETECTORS
			3	AUDIO/VISUAL CIRCUITS
			15	HORN/STROBES
			4	STROBES
			2	WATER FLOW SWITCHES
			2	TAMPER SWITCHES
			6	PULL STATIONS
17	IAH - FIS BUILDING	3870 N. TERMINCAL RD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			25	WET SYSTEMS
			2	DRY SYSTEMS
			1	CITY MAIN
			1	CONNECTION TO DIALER
			4	GAS/ FM 200 SYSTEMS
			880	SMOKE DETECTORS
			100	HEAT DETECTORS
			52	DUCT DETECTORS
			350	SPEAKER/STROBES
			215	STROBES
			18	WATER FLOW SWITCHES
			2	TAMPER SWITCHES
			7	PRE-ACTION PANELS
18	MARRIOTT HOTEL	18700 JFK BLVD., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	SMOKE DETECTOR
			1	DUCT DETECTOR
			1	PULL STATION
			8	STROBES
			15	SPEAKERS
19	SUPPLY CHAIN MANAGEMENT	18600 LEE RD., HOUSTON, TX 77338	2	NOTIFIER NFS-640 FACP
			3	SMOKE DETECTORS
			2	DUCT DETECTORS
			15	PULL STATIONS
			4	WATER FLOW SWITCHES
			2	TAMPER SWITCHES
			36	HORN/STROBES
			53	STROBES
20	IAH - FIS/AIR CARGO INSPECTION FACILITY	19581 LEE RD., HUMBLE, TX 77338	1	NOTIFIER NFS-640 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			1	STANDPIPE SYSTEM WET
			1	CITY MAIN
			1	CONNECTION TO DIALER
			1	GAS/ FM 200 SYSTEM
			9	PHOTO DETECTORS
			1	DUCT DETECTORS
			4	AUDIO/VISUAL CIRCUITS
			16	HORN/STROBES
			3	STROBES

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
			4	PULL STATIONS
21	IAH - FIS CARGO FUMIGATION	19591 LEE RD., HUMBLE, TX 77338	1	NOTIFIER 640 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			1	WET RISER
			1	CITY MAIN
			1	CONNECTION TO DIALER
			78	PHOTO DETECTORS
			2	DUCT DETECTORS
			8	AUDIO/VISUAL CIRCUITS
			40	HORN/STROBES
			63	STROBES
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
			13	PULL STATIONS
22	HAS ADMIN. BLDG.	16930 JFK BLVD., HOUSTON, TX 77032	1	NOTIFIER AFP 640 FACP
			6	WET RISERS
			1	CITY MAIN
			1	CONNECTION TO DIALER
			2	FDC'S
			1	GAS/ FM 200
			109	ION DETECTORS
			54	PHOTO DETECTORS
			6	HEAT DETECTORS
			4	DUCT DETECTORS
			14	AUDIO/VISUAL CIRCUITS
			55	HORN/STROBES
			99	STROBES
			3	WATER FLOW SWITCHES
			9	TAMPER SWITCHES
			13	PULL STATIONS
23	ARFF STATION 54	19006 ALDINE WESTFIELD RD., HOUSTON, TX 77073	1	NOTIFIER AFP 640 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			1	WET SYSTEM

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S19-L25801

NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			1	CITY MAIN
			1	CONNECTION TO DIALER
			17	ION DETECTORS
			3	PHOTO DETECTORS
			4	AUDIO/VISUAL CIRCUITS
			15	HORN/STROBES
			13	STROBES
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
			7	MANUAL PULL STATIONS
24	ARFF STATION 99	18580 CHANUTE RD., HOUSTON, TX 77032	1	NOTIFIER AFP 640 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			1	WET SYSTEM
			1	CITY MAIN
			1	CONNECTION TO DIALER
			13	ION DETECTORS
			7	PHOTO DETECTORS
			4	AUDIO/VISUAL CIRCUITS
			15	HORN/STROBES
			13	STROBES
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
			7	MANUAL PULL STATIONS
25	ARFF STATION 92	3804 WILL CLAYTON PKWY., HOUSTON, TX 77032	1	NOTIFIER AFP 640 FACP
			1	ALL CALL/AHU PANEL
			1	CITY MAIN
			1	CONNECTION TO DIALER
			13	PHOTO DETECTORS
			8	AUDIO/VISUAL CIRCUITS
			5	STROBES
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
26	ASC PPM BUILDING (ASC COMPLEX)	4500 WILL CLAYTON PKWY., HOUSTON, TX 77032	2	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S19-L25801

NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			3	WET SYSTEMS
			1	DRY SYSTEM
			1	CITY MAIN
			1	CONNECTION TO DIALER
			3	AUDIO/VISUAL CIRCUITS
			2	HORNS (SPEAKERS)
			5	WATER FLOW SWITCHES
27	IAH - A&G BUILDING (ASC COMPLEX)	4500 WILL CLAYTON PKWY., HOUSTON, TX 77032	1	NOTIFIER 3030 FACP
			1	ALL CALL/AHU PANEL
			1	WET SYSTEM
			1	DRY SYSTEM
			1	CITY MAIN
			1	CONNECTION TO DIALER
			1	AUDIO/VISUAL CIRCUITS
			1	HORNS (SPEAKERS)
			2	WATER FLOW SWITCHES
			4	TAMPER SWITCHES
			4	PULL STATIONS
28	IAH - EV2 - MDF	18705 LEE RD., HUMBLE, TX 77032	1	NOTIFIER AFP 640 FACP
			1	ALL CALL/AHU PANEL
			1	CONNECTION TO DIALER
			1	GATEWAY
			2	PHOTO DETECTORS
			4	AUDIO/VISUAL CIRCUITS
			1	PULL STATIONS
29	IAH - NORTH VAULT	19006 ALDINE WESTFIELD, HOUSTON, TX 77073	1	NOTIFIER AFP 640 FACP
			1	ALL CALL/AHU PANEL
			1	GATEWAY
			9	PHOTO DETECTORS
			1	HEAT DETECTORS
			2	DUCT DETECTORS
			4	AUDIO/VISUAL CIRCUITS
			10	HORNS/STROBES
			1	CONNECTION TO DIALER
			7	PULL STATIONS

SPECIFICATIONS / SCOPE OF WORK
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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
30	IAH - WEST VAULT	17825 JFK BLVD., BLDG. A, HOUSTON, TX 77032	1	NOTIFIER AFP 640 FACP
			6	SMOKE DETECTORS
			1	DUCT DETECTORS
			5	PULL STATIONS
			1	CONNECTION TO DIALER
			5	HORNS/STROBES
31	IAH - CENTRAL CONTROL BUILDING	18550 AIRMAIL RD., HOUSTON, TX 77032	1	NOTIFIER AFP 640 FACP
			6	SMOKE DETECTORS
			1	DUCT DETECTORS
			5	PULL STATIONS
			1	CONNECTION TO DIALER
			5	HORNS/STROBES
32	IAH - CENTRAL PLANT	3300 MECOM RD., HOUSTON, TX 77032	1	NOTIFIER AFP 3030 FACP
			1	ALL CALL/AHU PANEL
			1	SPRINKLER SYSTEM
			1	STANDPIPE SYSTEM WET
			1	CITY MAIN
			1	CONNECTION TO DIALER
			26	ION DETECTORS
			38	PHOTO DETECTORS
			2	DUCT DETECTORS
			2	AUDIO/VISUAL CIRCUITS
			14	HORN/STROBES
			4	STROBES
			1	WATER FLOW SWITCHES
			1	TAMPER SWITCHES
			5	PULL STATIONS
WILLIAM P. HOBBY AIRPORT (HOU)				
1	HOU - TERMINAL	7800 AIRPORT BLVD., HOUSTON, TX 77061	1	ONYX SYSTEM & 1 WORK STATION
			15	3030 NOTIFIER CONTROL PANELS
			5	FIRE DEPARTMENT CONNECTIONS
			198	SMOKE DETECTORS
			56	HEAT DETECTORS
			54	PULL STATIONS
			89	DUCT DETECTORS

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			20	WATER FLOW SWITCHES
			6	PIV WALL HYDRANTS
			15	PRE ACTION SYSTEMS
			19	TAMPER SWITCHES
			417	STROBES
			307	SPEAKERS/STROBES
			15	DRY PIPE SYSTEMS
			20	WET PIPE SYSTEMS
			1	MAIN PUMP - 75 HP, 1775 RPM, 460/3/60
			1	JOCKEY PUMP
			1	15,000 GALLON HOLDING TANK
2	HOU - RED PARKING GARAGE	7800 AIRPORT BLVD., HOUSTON, TX 77061	1	GARAGE PUMP - 25 HP, 3520 RPM, 460/3/60
			1	5,000 GALLON HOLDING TANK
			1	JOCKEY PUMP
3	HOU - BLUE PARKING GARAGE	7800 AIRPORT BLVD., HOUSTON, TX 77061	1	MAIN PUMP - 75 HP, 1775 RPM, 460/3/60
			1	15,000 GALLON HOLDING TANK
			1	JOCKEY PUMP
4	HOU - ADMINISTRATIVE BUILDING	8800 PAUL B. KOONCE	1	3030 NOTIFIER CONTROL PANEL
			10	SMOKE DETECTORS
			12	PULL STATIONS
			26	STROBES
			33	SPEAKER/STROBES
5	HOU - NORTH ELECTRICAL VAULT	7800 AIRPORT BLVD., HOUSTON, TX 77061	1	SIMPLEX 4005 CONTROL PANEL
			3	SMOKE DETECTORS
			1	HEAT DETECTOR
			2	PULL STATIONS
			1	STROBE
			2	HORN/STROBES
6	HOU - SOUTH ELECTRIC VAULT		1	3030 NOTIFIER CONTROL PANEL
			3	SMOKE DETECTORS
			1	HEAT DETECTOR

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			3	PULL STATIONS
			2	STROBES
			3	HORN/STROBES
7	FIS SATELLITE BUILDING	7775 AIRPORT BLVD., HOUSTON, TX 77061	1	3030 NOTIFIER CONTROL PANEL
			1	3030 NOTIFIER ALARM PANEL
			1	MAIN PUMP - 75 HP, 1775 RPM, 460/3/60
			1	JOCKEY PUMP
			1	15,000 GALLON HOLDING TANK
			1	WET PIPE SYSTEM
			11	SMOKE DETECTORS
			3	HEAT DETECTORS
			2	DUCT DETECTORS
			7	PULL STATIONS
			1	WATER FLOW SWITCHES
			7	STROBES
			19	SPEAKERS/STROBES
8	FIS ADDITION	7775 AIRPORT BLVD., HOUSTON, TX 77061	6	FIRE ALARM PANELS
			194	SMOKE DETECTORS
			94	HEAT DETECTORS
			23	DUCT DETECTORS
			44	PULL STATIONS
			7	WATER FLOW SWITCHES
	ELLINGTON AIRPORT (EFD)			
1	EFD - ADMIN BLDG	6100 FARLEY, BLDG. 510, ELLINGTON FIELD, TX 77034	1	3030 NOTIFIER
			15	HEAT DETECTORS
			6	PULL STATIONS
			6	STROBES
			6	HORNS
2	EFD - MAINTENANCE BUILDING	6100 FARLEY, BLDG. 510, ELLINGTON FIELD, TX 77034	1	3030 NOTIFIER
			6	HEAT DETECTORS
			5	PULL STATIONS

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NO	FACILITY	ADDRESS	EST QTY	DESCRIPTION
			3	STROBES
			3	HORNS
3	EFD - CONTROL TOWER	11501 BRANTLY AVE., ELLINGTON FIELD, TX 77034	1	640 NOTIFIER
			6	HEAT DETECTORS
			3	PULL STATIONS
			3	STROBES
			3	HORNS
4	EFD - GENERATOR VAULT	11301 BLUME, ELLINGTON FIELD, TX 77034	1	ARF 200 NOTIFIER
			4	PULL STATIONS
			4	SMOKE DETECTORS
			4	STROBE & HORNS (ONE UNIT)
5	EFD - SOUTH VAULT	11301 BLUME, ELLINGTON FIELD, TX 77034	1	640 NOTIFIER
			4	PULL STATIONS
			4	SMOKE DETECTORS
			4	STROBE/HORNS (ONE UNIT)
6	EFD - NORTH VAULT	11301 BLUME, ELLINGTON FIELD, TX 77034	1	AFR 200 NOTIFIER
			2	PULL STATIONS
			2	SMOKE DETECTORS
			2	STROBE/HORNS (ONE UNIT)
7	HOUSTON AEROSPACE SUPPORT CENTER	13150 SPACE CENTER BLVD., ELLINGTON FIELD, TX 77034	1	320 NOTIFIER
			1	SPRINKLER SYSTEM
			6	SMOKE DETECTORS
			6	PULL STATIONS
			36	STROBE/HORNS (ONE UNIT)
			19	STROBE ONLY UNITS (NO HORNS IN UNIT)
			210	HEAT DETECTORS

SPECIFICATIONS / SCOPE OF WORK
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EXHIBIT B-3

FIRE ALARM INSPECTIONS

5-YR INSPECTIONS	
1	Water Storage Tanks
2	Fire Pumps
3	Tank Coding
4	Stand Pipes
5	Riser Pipes
6	Pressurize Dry Systems (Hydrostatic Test)
7	Fire Hoses (Test/Replacement)
8	PRD's (Pressure Reduce Devices)
9	PIV's (Post Indicator Valves)
10	PRV's (Pressure Regulating Valve)
11	FDC's (Fire Department Connection Pressure Test and Visual Signage and Gaskets)
12	Pre-Action Systems
13	Pressure Gauges
14	Battery Backup Replacements Fire Pump Controller Report

3-YR INSPECTIONS	
1	Fire Hoses/Hydrostatic Test
2	Audio/Visual Circuits (Above Ambient Noise Levels)

ANNUAL INSPECTIONS SPRINKLER SYSTEM	
1	Fire Pumps
2	Jockey Pumps
3	Stand Pipes
4	Riser Pipes
5	PRD's (Pressure Reduce Devices) Exercise
6	PIV's (Post Indicator Valves) Exercise
7	PRV's (Pressure Regulating Valve) Exercise
8	OS&Y Valves (Outside Screw & Yoke)
9	Trip Test (Maximum Time 90 seconds)
10	Pressure Switches
11	Flow Test
12	Pre-Action Systems
13	Drip Drums
14	Air Compressors

SPECIFICATIONS / SCOPE OF WORK
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EXHIBIT B-4
SYSTEM TESTING AND/OR INSPECTION

FIRE ALARM	
1	Smoke Detectors
2	Pull Stations
3	Duct Detectors
4	Heat Detectors
5	Audio/Visual Circuits
6	Elevator Main Recall
7	Elevator Alternate Recall
8	Shunt Trip
9	Communication Test (Onyx Computer, Voice, Data)
10	Fire Damper Test
11	Smoke Detectors
12	Pull Stations
13	Duct Detectors
14	Heat Detectors

Six Month Inspections	
1	FM200 Systems
2	Halon Systems
3	Ansul System Inspections/Check for Proper Monitoring
4	Door Mag Locks (City Code)
5	Fire Doors (7)

Quarterly Inspections	
1	Fire Pumps
2	Jockey Pumps
3	Stand Pipes
4	Riser Pipes
5	PRD's (Pressure Reduce Devices) Exercise
6	PIV's (Post Indicator Valves) Exercise
7	PRV's (Pressure Regulating Valve) Exercise
8	OS&Y Valves (Outside Screw & Yoke)
9	Trip Test (Maximum Time 90 seconds)
10	Pressure Switches
11	Flow Test
12	Pre-Action Systems
13	Sprinkler Head
14	Drip Drums
15	Air Compressors

Weekly Inspections	
1	Fire Pump Run Test

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DESCRIPTION	APPARATUS AND/OR SERVICE TYPE	FREQUENCY
Cooking Vent Hood Systems	Cleaned	Quarterly
Fire Pump	Flow Test	Annually
Pressure Reducing Devices	Flow Test	Every 3 yrs
Standpipe Systems – Wet	Flow Test	Every 3 yrs
Fire Department Standpipe and Sprinkler System Connections	Flow Test – all connections, piping and check valve assemblies	Every 5 yrs
Pressure Regulating Values	Flow Test – fire hose connections pressure regulating valves (PRV). Fully sprinkled bldgs: test 10% of valves in the system.	Every 3 yrs
Control Valves	Full Trip Test	Every 3 yrs
Standpipe System – Dry	Hydrostatic Test 200 PSI for 2 hours or 50 PSI over max. working pressure	Every 3 yrs
Cooking Vent Hood Fire Suppression Systems	Inspected	Every 6 months
Smoke Control Systems	Inspected and tested	Every 3 yrs
Fire and Smoke Dampers	Inspection	Every 6 months
Pressure Reducing Devices	Inspection	Annually
Water Storage Tanks	Inspection	Every 3 yrs
Radiant Type Fire Dampers – Multi-floor Bldg.	Maintenance on 25% of units per floor	Annually
Control Valves	Partial Trip Test	Annually
Fire Alarm Systems Smoke Detectors Pull Stations Annunciators Control Units Voice/alarm Communication Systems Heat Detectors	Test, not limited to: Visible alarm devices Electronic locking devices Automatic door hold-open devices Smoke dampers Elevator recall Stair pressurization and HVAC shutdown	Annually
Fire and Smoke Dampers (excluding radiant type)	Test and Maintenance	Every 3 yrs
Radiant Type Fire Dampers – Single Story Bldg.	Test and Maintenance per zone	Annually
Dry Pipe Sprinkler Systems	Test Water-flow Alarm Low Pressure Alarm Priming Water Level	Quarterly
Wet Pipe Sprinkler Systems	Test Water-flow Alarm Supervisory Devices Main Drain	Quarterly

GENERAL TERMS & CONDITIONS/SPECIMAN CONTRACT
SOLICITATION NO.: S19-L25801

THE STATE OF TEXAS

BID # _____

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR FIRE AND SECURITY ALARM SYSTEM MAINTENANCE, INSPECTIONS, TESTING AND MONITORING SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Chief Procurement Officer for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

GENERAL TERMS & CONDITIONS/SPECIMAN CONTRACT
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EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- BB. LOCATIONS
- C. EQUAL EMPLOYMENT OPPORTUNITY
- 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. 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".

GENERAL TERMS & CONDITIONS/SPECIMAN CONTRACT
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6.0 SIGNATURES:

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

ATTEST/SEAL (if a corporation): _____

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Chief Procurement Officer

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

GENERAL TERMS & CONDITIONS/SPECIMAN CONTRACT

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II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

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

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

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

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

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

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

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2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

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

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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 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.
 - 4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

5.0 WARRANTIES:

- 5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
 - 5.2.1 that all items are free of defects in title, material, and workmanship,

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

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.
- 8.2 MWBE subcontracts must contain the terms set out in Exhibit "D."

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

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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

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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 Office of Business Opportunity 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:

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- 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 Chief Procurement Officer 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 Chief Procurement Officer 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:

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[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 or Director]

- 6.3 The City Chief Procurement Officer or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer.

3.0 RENEWALS:

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- 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 Chief Procurement Officer 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 Chief Procurement Officer may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 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 Chief Procurement Officer 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 Chief Procurement Officer 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.

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6.2 If a default occurs, the City Chief Procurement Officer or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City

Chief Procurement Officer or Director at his or her sole option, may extend the termination date to a later date. If the City Chief Procurement Officer or Director allows Contractor to cure the default and Contractor does so to the City Chief Procurement Officer'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 Chief Procurement Officer 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 Chief Procurement Officer 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.

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- 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 Chief Procurement Officer 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

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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.

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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 Chief Procurement Officer'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 Chief Procurement Officer's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

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EXHIBIT "A"
DEFINITIONS

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

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

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

"City Chief Procurement Officer" 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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer to Contractor instructing Contractor to begin performance.

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

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EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

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EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

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EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

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EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

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

(Will Be Inserted In Original Contract)

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EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

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EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

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EXHIBIT "I"
PAY OR PLAY PROGRAM

(Will Be Inserted In Original Contract)

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT

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

1.0 EXPERTISE/EXPERIENCE/QUALIFICATIONS:

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record, including the qualifications and previous experience with similar contracts of this size and scope. Include government as well as private sector contracts, background, experience, resources, reputation, business license, insurance, years in business and references.
- 1.2 Provide an organizational chart of proposed team or staff for this project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses, including their qualifications and experience.

2.0 FINANCIAL STATEMENTS:

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

3.0 SITE INSPECTION:

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

4.0 QUALITY AND WORKMANSHIP:

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

5.0 SERVICE AND SUPPORT:

- 5.1 Provide information regarding the ability to service multiple manufactures equipment.

6.0 METHODOLOGY:

- 6.1 Provide a description of approach to be used for this contract, including a work plan and time line to meet requirements.

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EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S19-L25408

1.0 EVALUATION SUMMARY:

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

2.0 SELECTION PROCESS:

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

2.1.1	Contractor Qualifications	20%
2.1.2	Service and Support	20%
2.1.3	Staff Experience/Background	15%
2.1.4	Methodology	15%
2.1.5	Cost	30%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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EXHIBIT I – CONTRACTOR’S QUESTIONNAIRE
SOLICITATION NO.: S19-L25408

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

LIST OF PREVIOUS CUSTOMERS

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

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

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

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S19-L25801**

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**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S19-L25801**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

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

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S19-L25801**

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

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

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

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

EXHIBIT II – ATTACHMENT “B”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S19-L25801

Notice of Intent

**THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES
SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.**

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

_____, agrees to enter into a contractual agreement with

Prime Contractor
MWSBE Subcontractor

who will provide the following goods/services in connection with the above-referenced contract:

for an estimated amount of \$ _____ or _____% of the total contract value.

_____ is currently certified with the City of Houston's Office of Business Opportunity to function in the (M/W/SBE Subcontractor) aforementioned capacity.

_____ Intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contactor)

Signed (M/W/SBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

EXHIBIT II – ATTACHMENT “C”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S19-L25801

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. _____(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. _____(M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
 CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
 SOLICITATION NO. S19-L25801**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
 Provide support documentation on all revenues paid to end of the report period to:
 M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
 ATTN: Carlecia Wright 713-837-9000
 611 Walker, 7th Floor
 Houston, Texas 77002

EXHIBIT III – PERFORMANCE BOND
SOLICITATION NO. S19-L25801

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF HARRIS §

§
§

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as principal, hereinafter called "Contractor" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of _____ DOLLARS. (\$_____) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled

_____ which is made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

EXHIBIT III – PERFORMANCE BOND
SOLICITATION NO. S19-L25801

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

IN TESTIMONY WHEREOF, witness our hands this _____ day of _____, A.D. 20_____.

ATTEST: (Corporate Seal)

(Principal)

By: _____ By: _____

Name: (Typed)
Title:

Name: (Typed)
Title:

ATTEST/WITNESS: (Corporate Seal)

(Full Name of Surety)

By: _____ By: _____

Name: (Typed)
Title:

Name: (Typed)
Title:

The foregoing bond is approved and accepted this _____

EXHIBIT III – PERFORMANCE BOND
SOLICITATION NO. S19-L25801

day of _____, A.D. 20_____.

REVIEWED:

Legal Assistant