



# CITY OF HOUSTON

## INVITATION TO BID

Issued: March 14, 2008

### **Bid Opening:**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, April 03, 2008**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

**AUDIO MIXING CONSOLE  
FOR THE  
CONVENTION AND ENTERTAINMENT DEPARTMENT  
BID No. S12-N22821  
NIGP Code: 840-14**

### **Buyer:**

Questions regarding this solicitation should be addressed to Martin L. King, Senior Staff Analyst, at 713-437-6142 or e-mail to martin.king@cityofhouston.net.

### **Pre-Bid**

A Pre-Bid Conference will be held for all Prospective Bidders at the Miller Outdoor Theater, 100 Concert Drive, Herman Park, Houston, Texas 77030 at 3:00 p.m. Thursday, March 27, 2008.

### **Electronic Bidding:**

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

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

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

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

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

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

### **\*CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL TERMS & CONDITIONS

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

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

SECTION A  
OFFICIAL BID FORM



FORMAL ONE-TIME BID

AUDIO MIXING CONSOLE  
FOR THE CONVENTION AND ENTERTAINMENT DEPARTMENT  
BID INVITATION No. S12-N22821  
NIGP CODE: 840-14

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

The undersigned hereby offers to **furnish and deliver** Prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the **electronic bid form** and on individual Purchase Orders, in accordance with the price(s) bid and other conditions shown herein, and in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

**The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Supplier/Awardee to honor the same bid price.**

The City reserves the option, after bids are opened, to adjust the quantities listed on the electronic bid form upward or downward, subject to the availability of funds, and/or make award (s) on a line item basis.

**Documents/forms must be downloaded from the City's Website:****<http://www.houstontx.gov/purchasing/index.html>****Additional Required Forms to be Included with this Bid:**

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

<b>Table 1 – Required Forms</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire

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

<b>Table 2 – Documents and Forms</b>
Drug Forms
Sample Insurance Over \$25000
Formal Instructions for Bid Terms
EEOC

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B100, Houston, TX 77002, Attn: Martin L. King or via fax: 713-247-3039 or via email (preferred method) to [martin.king@cityofhouston.net](mailto:martin.king@cityofhouston.net) no later than 12:00 PM, Monday, August 13, 2007.

**SECTION B**  
**GENERAL SPECIFICATIONS**

**1.0 BIDDING AND AWARD:**

- 1.1 The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day the Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.
- 1.2 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Prime Supplier/Awardee's invoice(s) for payment).
- 1.3 The City reserves the option to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award on a line item basis. Therefore, the City shall not be liable for any contractual agreements/obligations the Bidder enters into based on the City purchasing all the quantities specified herein.
- 1.4 The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Supplier/Awardee to honor the same bid price.

**2.0 APPLICABLE SPECIFICATIONS:**

- 2.1 "Notice to Bidders", the "Official Bid Forms", the "General Specifications", the "Technical Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

**3.0 TECHNICAL LITERATURE:**

- 3.1 To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request literature or clarifications, as needed, after bid submittal.
- 3.2 If required, the Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN MAY BE CAUSE FOR REJECTION OF THE BID.

**4.0 WARRANTY:**

- 4.1 A minimum twelve (12) month warranty in addition to the Standard Manufacturer's warranties shall be provided on both materials and workmanship. The warranty period shall commence the date the City officially accepts the completed item(s). When extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Bidder.
- 4.2 Additional warranties required are listed in the Technical Specifications for each item.

- 4.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Supplier/Awardee warrants:
- That all items are new and free of defects in title, design, material and workmanship.
  - 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 and conforms in all respects to the terms of the City Purchase Order and Specifications.
  - That each replacement item is new, in accordance with original equipment
  - Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
  - That no item or its use infringes any patent, copyright or proprietary right.
- 4.4 The Prime Supplier/Awardee's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.
- 4.5 Any warranty work shall be completed without cost to the City. Prime Supplier/Awardee shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Supplier/Awardee's facility for all warranty repair and/or maintenance and return to the City's designated location.

**5.0 DELIVERY/INSPECTION:**

- 5.1 The item(s) specified above, with delivery tickets and/or other required documents shall be delivered FOB Destination, to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.

- 5.2 The Prime Supplier/Awardee shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Supplier/Awardee as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Supplier/Awardee shall supervise delivery to the City. The City will not assume any liability for equipment delivered to an unauthorized location.

- 5.3 Documentation at time of Delivery:  
Prime Supplier/Awardee shall provide the following documentation **per purchase order** upon delivery:
- Copy of purchase order(s) and original invoice(s).
  - Warranty policy (ies) and/or certifications as may be required in the Specifications.
  - Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications.

**6.0 SHIPPING TERMS:**

- 6.1 Prices shall be prepaid F.O.B. Destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Prime Supplier/Awardee shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Prime Supplier/Awardee. All claims for visible or concealed damage shall be filed by the Prime Supplier/Awardee. The City will notify the Prime Supplier/Awardee promptly of any damaged goods and shall assist the Prime Supplier/Awardee in arranging for inspection.

**7.0 CONFLICT IN TERMS:**

- 7.1 Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.

8.0 **Resolution Of Late Delivery For Equipment:**

- 8.1 Time is of the essence in this Contract and accordingly all time limits shall be strictly construed and rigidly enforced. The work shall be furnished and fully completed within the delivery time specified in the Bid Proposal and Purchase Order to be furnished to the Prime Contractor/Supplier by the City. In the event that the work or any portions thereof shall remain uncompleted after expiration of the specified time, the Prime Contractor/Supplier shall furnish to the City a like number of comparable equipment for the City's use until such time as the ordered equipment are delivered. The equipment shall be furnished to the City with insurance to cover the use of this equipment by City personnel and in pursuit of the City's business. Should Prime Contractor/Supplier not furnish such specified equipment during the late delivery period, the City retains the right to lease such equipment from a equipment leasing firm and Prime Contractor/Supplier agrees and authorizes the City to deduct all such costs associated with such leases from the amounts due and owing to Prime Contractor/Supplier under the Purchase Order. The City may avail itself of other remedies that may be available to it in law or equity as to any other event of default
- 8.2 Prime Contractor/Supplier will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the Prime Contractor/Supplier's reasonable control and directly interfere with performance, and are without Prime Contractor/Supplier's fault or negligence (force majeure). However, Prime Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** requesting a time extension equal to the estimated duration thereof. Upon cessation of the event causing the delay, Prime Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

**SECTION B  
PART II SPECIFICATIONS  
FOR  
AUDIO MIXING CONSOLE FOR THE MILLER OUTDOOR THEATER**

**PART 1 -GENERAL**

**1.1 SECTION INCLUDES**

- A. Coordination, provision, installation, inspection, testing, instruction, and warranties of a theatre stage cabling system
- B. All facilities, materials, equipment, transport and labor necessary to accomplish this and have a complete and proper "turn key" system
- C. Each of the following:
  - 1 Required licenses and permits including payment of charges and fees
  - 2 Verification of dimensions and conditions at the job site
  - 3 Provision of submittal information
  - 4 Installation in accordance with the contract documents, manufacturer's recommendations, applicable codes and authority having jurisdiction.
  - 5 Documented system tests and adjustments.
  - 6 Instruction of operating personnel
  - 7 Provision of manuals
  - 8 Maintenance services and warranty

**1.2 RESPONSIBILITY AND RELATED WORK**

- A. Compliance with Project General Conditions as defined by the City of Houston
- B. Electrical
  - 1 Power is to be provided for this work at locations shown on the drawings and specifications. Power will be terminated to an existing panel near the equipment enclosure. Contractor shall be responsible for termination and distribution of electrical power from the panel to the connection locations as required.
  - 2 Contractor shall be responsible for connecting ground point to all equipment in accordance with NEC Code, local codes and standards specified herein.

**1.3 REFERENCES**

- A. Published specification standards, tests or recommended methods of trade, industry or governmental organizations apply to Work in this section where cited below:
  - 1 National Electric Code (NEC)
  - 1 National Electrical Manufacturer's Association (NEMA)
  - 2 American National Safety Institute (ANSI)
  - 3 Underwriters Laboratories (UL)

**1.4 SYSTEM DESCRIPTION AND REQUIREMENTS**

- A. The following is intended to further describe the Work and clarify design intent and is not an exhaustive description of the Theatre Stage Cabling System.
  - 1 A Digital Audio Mixing Console is provided with redundant power supply and all necessary interfaces to connect and control a 96 x 24 channel digital audio network.
  - 2 A 96 channel digital stage cabling system is provided to connect audio sources on stage with the new sound control area via digital network cabling and hardware.
  - 3 Digital audio network and structured cabling system provided allows for splits, or sharing, of input channels within the digital domain.
  - 4 Digital audio network connections are provided in flush mount floor boxes as shown on drawings.

5. Owner's pre-existing wireless microphones (24chanel qty) are located in the sound control room and are connected to the digital audio network via interfaces installed in the equipment racks at sound control office. Owner's pre-existing loudspeaker processors are connect to digital audio network outputs in sound control room.
6. RS-422 cabling is provided to connect the new F.O.H. location with the equipment in the sound control room
7. A portable digital audio network computer is provided with required software to provide the control surface and graphic user interface (GUI) for the digital audio network. The system is to be configured to allow control from any digital audio network connection.
8. Portable stage connection boxes are provided to convert analog audio inputs on the stage to the digital audio network format and connected by way of data cabling. Provide three (3 qty) Portable 32 Channel Stage Input Boxes and three (3 qty) Portable 8 Channel Stage Output Boxes. Portable boxes are to be provided with portable cables for the digital audio and power connection. Provide pricing for additional Portable 8 Channel Stage Output Boxes and Portable 32 Channel Stage Input Boxes with bid.
9. Portable 96 in by 16 out breakout boxes are provided in portable rack enclosures as described in project drawings. Provide two (2 qty) 96 x 16 Portable Break Out Boxes. Provide pricing for additional 96 x 16 Portable Break Out Boxes with bid.
10. Analog tie lines from the stage area and sound control room are routed to the new FOH location and connected to patch panel system is sound control.
11. An EZ-Tilt brand cart and analog breakout cables are provided for the Owner provided analog monitor console, a pre-existing 48 input Yamaha PM4000.

**B. VOLUNTARY ALTERNATE DESIGN PROPOSALS**

1. Owner invites alternate design proposals that offer system requirements as defined herein and on project drawings to provide the best value and cost to performance.
2. Any bidder submitting a voluntary alternate proposal must also include a complete and responsive quote for the specified system.
3. The Owner reserves the right to select vendor and system design proposals for reasons other than solely cost related.

**C. REQUIREMENTS**

1. The following is intended to further describe the Work and clarify design intent and is not an exhaustive description of the systems. Refer to the Audio Systems (AV Series) drawings for further information relating to this Section.

**D. RESPONSIBILITY AND RELATED WORK**

1. Provide a complete and responsive bid package as defined by the City of Houston.
2. Coordinate the work with Owner and the scheduled work of any other trades.
3. Conduit, wireways, wall mounted boxes, pull boxes, equipment racks, junction boxes, and AC power circuits and ground wiring are to be provided.
4. All electrical work shall be in accordance with local codes, and the National Electric Code.
5. Supply accessories and minor equipment items needed for a complete "turn key" system, even if not specifically mentioned in these Specifications or on the associated Drawings, without claim for additional payment.
6. Notwithstanding any detailed information in the Contract Documents, it is the responsibility of the Installer to supply systems in full working order. Notify the Owner of any discrepancies in part numbers or quantities before bid. Failing to provide such notification requires Installer to supply items and quantities according to the intent of the Specifications and associated Drawings without claim for additional payment.

**1.5 QUALITY ASSURANCE**

- A. The Installing Contractor shall be experienced in the provision of systems similar in complexity to those required for this project and meet the following requirements:
1. The primary business of installer shall be the installation of sound and video systems.
  2. No less than three years experience with equipment and systems of the specified types.
  3. Experience with at least one project of comparable scale within the last two years involving large-scale reinforcement systems.
  4. Be a franchised dealer and service facility for the products furnished.

- 5 Maintain a fully staffed and equipped service facility with full time field technicians.
- 6 Contracting firm shall be a permanent member of the NSCA.
- 7 Lead installer shall be factory trained in the installation of amplifier control systems or have installed a similar system within the previous two years.
- 8 Lead installer shall have attended factory-training seminars regarding the digital processing system.
- 9 Installer shall be approved by the Owner and the Architect.
- 10 At the request of the Owner, the Contractor shall demonstrate that he has:
  - a. Adequate plant and equipment to complete the work.
  - b. Adequate staff with commensurate technical experience.

- B. Any other installer who intends to bid this work as the prime contractor and does not meet the required qualifications shall employ the services of a single "Sound system contractor" who does meet the requirements noted above. This contractor shall:
- 1 Furnish the equipment.
  - 2 Shop fabricate the equipment racks and subassemblies.
  - 3 Make audio, speaker and control connections to equipment racks, each piece of equipment, and connection panels.
  - 4 Continuously supervise the installation and connections of cable and equipment.
  - 5 Provide computer installation, programming, and software upgrades.
- C. Manufacturer's Qualifications: No less than 5 years continuous experience in the production of specified types of product.
- D. Work shall be in compliance with the applicable standards listed above and all governing codes and regulations of the authorities having jurisdiction and the Contract Documents.
- 1 Drawings and specification requirements shall govern where they exceed Code and Regulation requirements.
  - 2 Where requirements between governing Codes and Regulations vary, the more restrictive provision shall apply.
  - 3 Nothing in the Contract Documents shall be construed as authority or permission to disregard or violate legal requirements.
- E. Coordinate exact location and installation of equipment, power, conduit, and raceway systems with the Architect.

## 1.6 SUBMITTALS:

- A. Provide simultaneously the following for approval **fifteen** days after issuance of Notice to Proceed and prior to commencement of Work:
- 1 A complete list of product to be incorporated within the Work with quantities. Sequence of sheets shall in alphanumeric order.
  - 2 Functional diagrams and description of any part of the system installation that deviates from the specified system design.
  - 3 Shop Drawings as defined in this section.
  - 4 Partial submittals are allowed in an effort to expedite the installation.
- B. Submit three bound original sets (two for the Owner and one for the Owner's consultant) of the following Project Record Manual information after substantial completion and prior to final inspection. Documents shall be segregated into three separate binders containing data relevant to operational, service & maintenance and warranty issues. Appropriately duplicate data within the separate bindings when it will reasonably clarify procedures, e.g., operational data in maintenance binding.
1. Operations Manual
    - a. Product Data: Product actually incorporated within the Work:
      - (1) Manufacturer's data for each type of product conforming to the scheme above. The list shall include manufacturer's serial numbers.
      - (2) Each product's Owner/Instruction Manual.
      - (3) For custom circuits or modifications, a description of the purpose, capabilities, and operation of each item.
      - (4) Manufacturer's wiring diagram for each type of product actually incorporated.

- (5) Separately bound list of all product incorporated within the Work arranged in alphanumeric order.
  - b. Record drawings: Final rendition Shop Drawings depicting system as installed.
  - c. Test Reports: Recorded findings of Contractor Commissioning Test located in Part 3.
  - d. System Operation and Instructions: Prepare a complete and typical procedure for the operation of the equipment as a system, organized by subsystem or activity.
- (6) This procedure should describe the operation of all system capabilities.
- (7) Assume the intended reader of the manual to be technically experienced but unfamiliar with the components and the facility.
2. Service & Maintenance Manual:
- a. Provide an original copy of the service manual on every piece of equipment for which the manufacturer offers a service manual. Arrange manuals in the same order as the operations manual.
  - b. Manufacturer's maintenance and care instructions.
  - c. Maintenance Instructions, including maintenance phone numbers and hours; maintenance schedule; description of products recommended or provided for maintenance purposes, and instructions for the proper use of these products.
3. Warranty Manual:
- a. Manufacturer's warranty statements on each product.
  - b. Date of substantial completion and ending dates for warranties for each group of products.
- C. Shop Drawings:
- 1 Schematic: Detailed wiring diagrams showing interconnection of contractor provided components and fabricated products, wiring and cabling diagrams depicting cable types, and device designators. Give each component a unique designator and use this designator consistently throughout the project.
  - 2 Equipment: Location of equipment in racks, consoles, or on tables, with dimensions; wire routing and cabling within housings; AC power outlet and terminal strip locations.
  - 3 Plans and sections of the building and adjacent grounds showing the location of all installed equipment such as reinforcement speakers, racks, consoles, ceiling speakers, plates and antennas.
  - 4 Patch panel layouts and labeling strips, including color schemes.
  - 5 Full fabrication details of custom enclosure and millwork indicating size, material, finish and openings for equipment.
  - 6 Fabricated Plates and Panels: Provide complete drawings on custom fabricated plates or panels. Drawings shall include dimensioned locations of components, component types, engraving information, plate material and color, and bill of material.
  - 7 Labeling: Equipment and cabling labeling scheme. Include font sizes and styles, explanation of scheme, and designator schedule.
  - 8 Schedules: Wiring schedule showing source and destination of wiring and indicating which wiring is in conduit. Junction box schedule showing type of box, size, mounting and location.
- D. Submittal format:
- 1 Each submittal shall include a unique number and be numbered in consecutive order.
  - 2 Each submittal shall include a complete table of contents with the following information:
    - a. Project title and number
    - b. Submittal number; In the case of a re-submittal, use the original submittal number immediately followed by the suffix "R" immediately followed by a unique number and be numbered in consecutive order.
  - 3 Date of submission.
  - 4 Referenced addendum or change order numbers as applicable.
  - 5 Referenced specification Section, Part, Article, Paragraph and page number or drawing reference as applicable.
  - 6 Index Product Data sheets by manufacturer and model or part number.
  - 7 Each submission shall be stamped with Contractor's certification stamp, initialed or signed certifying:

- a. Review, approval and acceptance of submission.
  - b. Certification of product compliance to specification.
  - c. Verification product may be incorporated within the work.
- 8 Arrange product data list in alphanumeric order. Follow list with manufacturer's data sheets, arranged in the same order. If a data sheet shows more than one product, indicate the model being proposed with an arrow or other appropriate symbol.
- 9 Drawings executed at an appropriate scale, not smaller than 1/8"=1'.
- 10 Separate major grouping with labeled binder tabs.
- 11 Bind Project Record Manual in titled three ring D style binders sized for 150 per cent of the material. Maximum size: three-inch spine. Use multiple volumes if necessary.

E. Resubmission Requirements:

- 1 Make any requested corrections or change in submittals required. Resubmit for review until no exceptions are taken.
- 2 Indicate any changes that have been made other than those requested.

**1.7 DELIVERY, STORAGE, AND HANDLING**

- A. To prevent damages or entrance of foreign matter, ship product in its original container.
- B. Ship in accordance with manufacturer's recommendations.
- C. Provide protective covering during construction.
- D. At no expense to Owner, replace product damaged during storage or handling.

**1.8 PROJECT CONDITIONS**

- A. Verify conditions on the job site applicable to this work. Notify Owner's Representative in writing of discrepancies, conflicts, or omissions promptly upon discovery.
- B. The Drawings show cables, conduit, wiring, and arrangements of equipment fitting the space available without interference. If conditions exist at the job site which make it impossible to install work as shown, recommend solutions and submit drawings to the Owner for approval, showing how the work may be installed.

**1.9 FINAL INSPECTION AND TESTING**

- A. Upon completion of installation and contractor commissioning as specified in Part 3, the Architect's Consultant shall perform inspection and testing.
- B. To assist the Architect's Consultant, provide a minimum of one person for inspection and two persons for testing who are familiar with all aspects of the system.
- C. The process of testing the System may necessitate reprogramming and adjusting certain components.
- D. Testing includes operation of each major system and any other components deemed necessary. Provide required test equipment, tools and materials required to make necessary repairs, corrections or adjustments.
- E. The following procedures will be performed on each System:
  - 1 Inspection of the methods provided to incorporate the System within the facility.
  - 2 Verification that the equipment is operational and properly adjusted
  - 3 Adjustment to system equipment and operational parameters as deemed necessary.
- F. In the event further adjustment or work becomes evident during testing; the Contractor shall continue his work until the system is acceptable at no addition to the contract price. If approval is delayed because of defective equipment, or failure of equipment or installation to meet the requirements of these specifications, the Contractor shall pay for additional time and expenses of the Owner at the standard rate in effect at that time.

## **1.10 WARRANTY:**

- A. Installer shall warrant equipment to be free of defects in materials and workmanship for one year after date of Substantial Completion. Defects occurring in labor or materials within one- year warranty shall be rectified by replacement or repair. Within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 24-hour period without charge, including parts and labor.
- B. This warranty shall not void specific warranties issued by manufacturers for greater periods of time, nor shall it void any rights guaranteed to the Owner by law.
- C. Contractor to provide Owner with the name and telephone number of the person to contact for service. This information to be part of Project Record Drawings
- D. Thirty days prior to the end of the warranty period provide a complete checkout of all system components. Repair or replace any defective equipment or transducers discovered during the testing. Correct any defects in wiring or other functional problems reported by Owner. Warranty replacement and service of equipment shall not apply to Owner furnished equipment. Coordinate inspection visit with the Owner.

## **1.11 INSTRUCTION OF OWNER PERSONNEL**

- A. After final completion, provide instruction to Owner designated personnel on the operation and maintenance of the System.
- B. Develop instructional course based on the use of the system and manufacturer's recommendations. Training must be provided by factory trained personnel. Manufacturer's employees and representatives may be utilized to provide training. Provide a minimum of thirty-two hours of instruction. Arrange course so that operational and maintenance training seminars are separate.
- C. Submit an outline of the course with sample instructional aids for approval thirty days prior to scheduled instruction sessions.
- D. Sound system installer shall be present to assist in system operations at the first three events utilizing the theatre stage cabling system.

## **PART 2 -PRODUCTS**

### **2.1 ACCEPTABLE MANUFACTURERS**

- A. Model numbers and manufacturers included in this specification are listed as a standard of function, performance and quality.
- B. Other qualified manufacturers may be proposed subject to approval of submitted technical data, samples, and results of independent testing laboratory tests of proposed equipment if requested by Owner. Voluntary alternate products solutions are to be defined with breakout pricing included with bid.
- C. Refer to Project General Conditions for equipment substitute procedure.

### **2.2 GENERAL**

- A. Product quantity is as required. If a quantity is given, Sound System Installer shall provide at least the given amount. Some product listed under this section may not be required to fulfill the obligations of the work.
- B. Equipment and materials shall be new and conform to applicable UL, CSA, or ANSI provisions. Take care during installation to prevent scratches, dents, chips, etc.
- C. Regardless of the length or completeness of the descriptive paragraph herein, each device shall meet published manufacturer's specifications.

- D. Audio XLR type connectors not a part of manufactured equipment shall have gold plated contacts.
- E. Remove all manufacturers' names, logos, or other symbols from speakers or other objects placed in view of the public.
- F. Paint ceiling and wall mounted speaker grilles and enclosures as directed by Architect. Main reinforcement speakers and support structure shall be painted as directed by Architect.

### 2.3 DIGITAL AUDIO NETWORK SYSTEM

- 1. Digital network to support 96 x 24 channel audio signal routing is provided including all cabling, interfaces, and routing switches. The digital audio network is based on the Yamaha PM5D version 2 platform to provide consistency with other City venues. Contractor is to verify the cabling and hardware meets the requirements of the equipment provided whether as defined in this specification or in a contractor proposed voluntary alternate solution.
- B. Digital Audio Mixing Console:
  - 1 Provide a 96-channel digital audio mixing system with control of remote phantom power and pre-amplification for use with digital audio network provided.
  - 2 Provide redundant power supply mounted in a under counter type rack with the I10 extension module (DSP5D).
  - 3 Provide breakout pricing for this element of the project to define the cost reduction if this part of the system should be provided by the Owner.
  - 4 Acceptable product:
    - a. Yamaha PM5D Version 2 with DSP5D, current software, and digital interface cards/modules for a complete 96 input digital audio mixing console system.
- C. Ethernet Switch -Digital Audio Network:
  - 1 Modular 24 port plus 4 Small Form-factor Pluggable (SFP) ports.
  - 2 Auto sensing 1011 0011 000 Base TX.
  - 3 SNMP remote monitoring capability.
  - 4 Spanning tree and meshing protocol capable.
  - 5 Hot swappable modules.
  - 6 Provide with redundant power supply.
  - 7 Standard 19" rack mountable.
  - 8 Acceptable product to include:
    - a. HP ProCurve 2824 (J4903A)
    - b. HP Gigabit-SX-LC (J4858B) SFP modules
    - c. HP Procurve 600 (J8168A)
    - d. Provide breakout pricing with bid to define costs to provide voluntary alternate product solutions.
- D. Digital Audio Network Line 1 Microphone Input Module and Preamp (AID):
  - 1 Provide an 8-channel analog to digital converter with for microphone and line level signals at the Sound Control, as well as in the portable digital stage connection boxes.
  - 2 Device must be compatible and controlled from the digital audio mixing console.
  - 3 Install and connect at the control room rack location as shown on project drawings
  - 4 Minimum resolution for AID converters: 48 kHz, 24-bit
  - 5 Provide any required control software installed in Digital Audio Network control computer.
  - 6 Acceptable product:
    - a. Yamaha AD8HR with required interface to digital audio network.
    - b. Provide breakout pricing with bid to define costs to provide voluntary alternate product solutions.
- E. Digital Audio Network Output Module (DIA):
  - 1 Provide 8-channel digital to analog converters to provide line level output signals at the MON, Sound Control, and FOH locations.
  - 2 Install and connect at the stage box connection location and control room racks as shown on project drawings
  - 3 Provide any required control software installed in Digital Audio Network control computer.

4. Minimum resolution for DIA converters 48 kHz, 24-bit
5. Acceptable product:
  - a. Yamaha DA824 with required interface cards to connect to provided digital audio network
  - b. Provide breakout pricing with bid to define costs to provide voluntary alternate product solutions.

## 2.4 DIGITAL AUDIO NETWORK CONTROL AND GRAPHIC USER INTERFACE

- A. Digital Audio Network (DAN) routing and configuration shall be performed by a portable computer provided in this contract. The portable computer must be compatible and approved for use with the DAN network and components.
- B. The DAN system and control software shall be operational 15 days prior to the first use of the installed system.
- C. Signal routing and channel assignment DAN input and outputs shall be performed by computer based system.
- D. The system shall have the following minimum capabilities:
  1. Portable Notebook Computer with power supply and carrying case.
  2. CPU: 2.8 GHz Intel@ Pentium-D processor with 800MHz FSB.
  3. Operating System: Microsoft XP Professional with Media.
  4. Memory: 2 GB.
  5. Hard Disk: 80 gigabyte.
  6. Networking: 101100 Mbps.
  7. DVD+I-RW: Minimum of 8x recording speed. Include disc recording software.
  8. Video: 256MB, Dual VGA.
  9. Mouse: Dell Optical Mouse, USB.
- E. Software to be included:
  1. Norton Internet Antivirus Security with 12 month subscription.
  2. Digital Audio Network control software as required including network management and setup applications as required for the provided platform
  3. Computer system shall be completely tested by manufacturer prior to delivery.
- F. Acceptable product manufacturers:
  1. Dell
  2. Hewlett Packard
  3. As approved by DAN system manufacturer for use with network components provided

## 2.5 COPPER CABLE

- A. Plenum (CMP) and Riser (CMR) rated Horizontal Distribution UTP;
  1. Category 6, 4 pair;
    - a. Outside Moisture Blocked CMR
      - (1) Acceptable Product;
        - (a) Belden PN# 24564495
        - (b) CommScope PN# 76008888
        - (c) Berk-Tek PN# 101 19934
    - b. Outside Moisture Blocked CMP
      - (1) Acceptable Product;
        - (a) Berk-Tek PN# 101 19953
- B. Riser (CMR) rated intra-rack Distribution UTP;
  1. Category 6, 4 pair;
    - a. Stranded (7x32) tinned copper 1875GB
      - (1) Acceptable product;
        - (a) BELDEN PN# 1875GB 0061 000\

- C. Portable Digital Network Cables;
  - 1 Category 5e, 4 pair;
  - 2 Cables assemblies to consist of heavy duty flexible tactical cable and Neutrik Ethercon connectors
  - 3 Provide one (2 qty) 25ft assemblies with each portable stage box.
  - 4 Provide two (2 qty) additional 50ft cable assemblies
  - 5 Acceptable Manufacturers:
    - a. Cable: Gepco, Belden, Equivalent
    - b. Connectors: Neutrik Ethercon

## 2.6 COPPER PATCH PANELS

- A. Category-6e, RJ45, T-568AIB 19" Rack Mountable patch panel
  - 1. 1 RU; 24 port
    - a. Acceptable Product;
      - (1) Panduit PN# DP246X88TG
      - (2) Belden PN# AX10161 1
      - (3) ADC PN# PP24AC6T
- B. Category-6e, RJ45, T-568NB 19" Rack Mountable patch panel
  - 1. 2 RU; 48 Port
    - a. Acceptable Product;
      - (1) Panduit PN# DP486X88TG
      - (2) Belden PN# AX1 01 61 3
      - (3) ADC PN# PP48AC6T

## 2.7 MISCELLANEOUS EQUIPMENT

- A. Stage Pockets
  - 1 Flush mount stage pocket with mounting for power and audio connections plates.
  - 2 Box lid machined of tool plate aluminum attached and hinged on the downstage side
  - 3 Provide custom engraved device plates as shown on project drawings
  - 4 Acceptable product:
    - a. Rigging Innovators AFP3x9Duplex
- B. Mixing Console Portable Stand
  - 1 Console stand designed to allow deploying large format audio console using only two persons.
  - 2 Capacity: 1,760lbs
  - 3 Acceptable product:
    - a. ProSpan EZ-Tilt Stand
- C. Portable Equipment Rack
  - 1 Type: portable frame and pane to house the 48 channel digital mixer extension module with locking rear door and casters or caster base.
  - 2 Construction: factory assembled 16-gauge cold-rolled steel frames with all corners welded.
  - 3 Recessed caster base
  - 4 Height shall be 28" and designed for under counter applications.
  - 5 Black durable finish
  - 6 Acceptable product:
    - a. Middle Atlantic
    - b. Lowell
    - c. Atlas Sound
- D. Portable Stage Box Enclosure:
  - 1 Provide portable enclosures for the stage input and output boxes as shown in project drawings.
  - 2 Enclosures to be lightweight design intended to house standard 19" EIA equipment.
  - 3 Equipment mounting rails: steel with 10132" threaded mounting in standard rack unit configuration.
  - 4 Include latching covers front and rear

- 5 Acceptable products:
  - a. SKB roto-molded rack series sized (##RU) as required Gator Case equivalent
- E. Wire Duct
  - 1. Acceptable product:
    - a. Wiremold Series G4000
- F. Receptacles:
  - 1. Accepted product:
    - a. Type XLR3M:
      - (1) Neutrik NC3MDL-B.
    - b. Type XLR3F:
      - (1) Neutrik NC3FDL-B.
    - c. Type Panel Mount Data:
      - (1) Neutrik EtherCon NE8FDP-B
- G. Plugs:
  - 1. Accepted product:
    - a. Type XLR3MP: Neutrik NC3MC-B.
    - b. Type XLR3FP: Neutrik NC3FC-B.
    - c. Type Data: Neutrik NE8MC-1-B
- H. Q. Multi-pin Connectors
  - 1 Circular multi-pin connector
  - 2 Nickel or Gold plated contacts
  - 3 Current rating: 8.5 Amps
  - 4 Provide proper hardware for complete working system
  - 5 Provide three contact pins for each audio signal
  - 6. Acceptable product:
    - a. Gepco DT-I2 for 12 channel connections
    - b. Whirlwind MASS-CON series for larger channel counts

## 2.8 ANALOG CABLES & WIRING

- A. Where cables are routed through cable tray, provide tray rated cable of equal gauge.
- B. Where speaker cables are run exposed through a return air plenum, provide plenum rated cable of equal gauge.
- C. All audio cables shall be stranded copper.
- D. Shielded cables not located in ferrous metallic raceways shall have braided conductive shields surrounding signal conductors.
- E. Provide the following portable cable assemblies configured for use with provided audio connection plates, portable boxes, and audio mixing consoles.
  - 1 One (1 qty) 25ft. length analog " fan-out" cable assembly configured to match the Owner's pre-existing Yamaha PM-4000 48 Channel input I12 output analog console and the portable connection boxes provided under this contract. Provide heat shrink, machine printed labeling to match console and connection boxes.
  - 2 One (1 qty) 25ft. length analog " fan-out" cable assembly for use with a 48 Channel input I12 output analog console and the portable connection boxes at the F.O.H. location. Provide heat shrink, machine printed labeling with input and out put channel numbering.
  - 3 Acceptable product manufacturers:
    - a. Whirlwind
    - b. ProCo
    - c. Approved substitute
- F. Provide the following for cables installed in equipment enclosures and wireways:
  - 1 Line level cables: No. 22 shielded jacketed -West Penn 452 with gray jacket.
  - 2 Microphone level cables: No. 22 shielded jacketed -West Penn 452 with black jacket.
  - 3 Six pair Audio Tie Lines: Gepco -GA61806, 22 AWG, 6 pair audio
  - 4 Control cables to be 20 gauge with overall shield and appropriate number of conductors.
  - 5 Communications Outlet Cables: No. 20 shielded -West Penn 293

## 2.9 PLATES AND PANELS

- A. Provide plates and panels and as described in Drawings. Provide custom engraved labeling as indicated on project drawings. Provide connector plates for JBA,s floor boxes, and portable connection boxes. Other Plates and Panels may be required to satisfy the requirements of the Work.
- B. Provide blank or vented panels for any unused space in the equipment racks provided.
- C. Custom panels shall be minimum 118-inch thick aluminum, standard EIA sizes, and brushed black anodized finish unless otherwise noted. Brush in direction of aluminum grain only.
- D. Custom connector plates shall be stainless steel. Plate finish shall be coordinated with the Owner. Plastic plates are not acceptable.
- E. Panel, plate and label engraving shall be 118-inch block sans serif characters unless noted otherwise. On dark panels or push buttons, letters shall be white; on stainless steel or brushed natural aluminum push buttons, letters shall be black.
- F. Acceptable Manufacturers for Plates and Panels:
  - 1 Ramtech Industries
  - 2 ProCo
  - 3 Whirlwind

## PART 3 -EXECUTION

### 3.1 GENERAL

- A. Coordinate work with other trades to avoid causing delays in construction schedule.

### 3.2 INSTALLATION

- A. Electronic audio equipment shall be permanently mounted in equipment racks. This does not include the sound reinforcement console.
- B. The installation recommendations contained within ASDI shall be mandatory minimum standards and requirements.
- C. Install mounted equipment with black number 10 button head machine screws with Allen drive.
- D. Provide shaft locks or security covers on non-user operated equipment having front panel controls. Install at the conclusion of Acceptance Testing.
- E. Install XLR type connector wired pin 2 high, pin 3 low, and pin 1 screen (shield).
- F. Mount equipment and enclosures plumb and level.
- G. Permanently installed equipment to be firmly and safely held in place. Design equipment supports to support loads imposed with a safety factor of at least five.

### 3.3 LABELING

- A. Provide engraved lamicoïd label adjacent to the front and rear of equipment mounted in housing. Install in a plumb, level, and permanent manner. Provide rear mounted labels on equipment mounted in furniture console.
- B. Provide engraved label over each user-operated control that describes the function or purpose of the control. Adjust label size to fit available space.
- C. Provide each terminal strip with a unique descriptor and a numerical designator for each terminal. Show terminal strip descriptor and designator on system schematic drawing.
- D. Provide logical and legible cable and wiring label permanently affixed for easy identification.
  - 1 Labels on cables shall be adhesive strip type covered with clear heat-shrink tubing. Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style.
  - 2 Wiring designator shall be an alphanumeric code unique for each cable.
  - 3 Locate the cable designator at the origination and destination of each circuit within 75 mm

of the point of termination or connection. Circuits that have intermediate splice points shall have the same designator throughout with an additional suffix to indicate each segment.

### 3.4 ENGRAVING

- A. Text font shall be 118-inch block sans serif characters unless noted otherwise.
- B. On dark materials provide white characters. On stainless steel, brushed natural aluminum plates or light-colored materials, provide black characters.
- C. Provide at least three lines of text with first line listing the general device name, e.g., POWER AMPLIFIER, EQUALIZER. Second line to include schematic reference of the device, e.g., PA-1. The bottom line to indicate what other devices or areas this equipment controls, i.e., FEEDS HF-3&4 or FEEDS XOVER-3.
- D. Equipment label shall be black with white characters unless otherwise indicated.

### 3.5 EQUIPMENT HOUSING

- A. Provide adequate ventilation or fans to maintain a maximum rack temperature of less than 90 degrees Fahrenheit.
- B. Provide unused panel space with blank or vent panels, painted to match housing.
- C. Provide rear support for housing mounted equipment greater than 15 inches deep.
- D. Allow a minimum of 20% open rack space.
- E. Locate operator usable equipment and patch panels at a convenient height.
- F. Key door locks for each housing type alike.
- G. Looking at the housing from the rear, install AC power and ground cabling on the left; audio and video cabling on the right.
- H. Do not mount panels or equipment on the rear housing rails.

### 3.6 SYSTEM CABLING AND WIRING

- A. General:
  - 1 Take precaution to prevent and guard against electromagnetic and electrostatic hum. For line-level audio signals, float cable shield at the output of source device. Shields not connected shall be folded back over cable jacket and covered with heat-shrink tubing. Do not cut off unused shield.
  - 2 Exercise care in cabling and wiring. Damaged cables or wire will not be accepted. Isolate cables and wires of different signal levels. Separate or re-route to reduce channel crosstalk or feedback oscillation in any amplifier section. Keep cabling separated into groups as described in ASDI article 12.3.
  - 3 Make joints and connections with rosin-core solder. Where spade lugs are used, crimp properly with ratchet type tool.
  - 4 Cover edges of cable and wire pass-through holes in chassis, housings, boxes, etc., with rubber grommets or Brady GRNY nylon grommets.
  - 5 Provide splice free wiring and cabling from origination to destination.
- B. Housing:
  - 1 Cabling entering equipment housings or splices in junction boxes should connect via connector termination or terminal block equal to Cinch 140 -142 series.
  - 2 Install terminal block fully exposed, labeled, and mounted on 19-mm plywood board painted flat black with fire retarding paint.

- 3 Install cable and wire neatly tied in manageable bundles with cable lengths cut to minimize excess cable slack while allowing for service and testing. Provide horizontal support bars if cable bundles sag.
- 4 Neatly bundle excess AC power cables from housing mounted equipment with plastic cable ties.
- 5 Provide plastic cable ties to bundle cabling and wiring. Electrical tape and adhesive backed cable tie anchors are not acceptable.
- 6 Install cabling with connections completely visible and labeled.

- C. AC Power and Grounding:
  - 1 Coordinate final connection of power and ground wiring.
  - 2 Provide 3-conductor, isolated ground, 120 VAC outlets as required plus two spare outlets within each housing.

### 3.7 CONTRACTOR COMMISSIONING

- A. Prior to energizing or testing the system, ensure the following:
  - 1 All product is installed in a proper and safe manner per the manufacturer's instructions.
  - 2 Insulation and shrink tubing are present where required.
  - 3 Dust, debris, solder splatter, etc. is removed.
  - 4 Cable is dressed, routed, and labeled; connections are consistent with regard to polarity.
  - 5 All labeling has been provided.
  - 6 Temporary facilities and utilities have been properly disconnected, removed and disposed off-site.
  - 7 All products are neat, clean and unmarred and parts securely attached.
  - 8 All broken work, including glass, raised flooring and supports, ceiling tiles and supports, walls, doors, etc. have been replaced or properly repaired, and debris cleaned up and discarded.
  - 9 Electronic devices are properly grounded.
- B. Prior to energizing the system, perform the following tests in compliance with applicable EIA standards. Record the results of each test in the Project Record Manual.
  - 1 Test each AC power receptacle with a circuit checker for proper hot, neutral and ground connections.
  - 2 Measure and record the DC resistance between the technical ground in any equipment rack or console and the main building ground. Resistance should be 0.1 5 ohms or less.
  - 3 Temporarily lift the technical ground from the main electrical ground, measure and record the DC resistance between them. Resistance should be 1000 ohms or greater.
- C. Provide certification of digital network cabling and hardware system to assure compliance with industry standards for digital networks. Record cable tests in Project Record Manual and indicate any deficiencies in network performance to any outlet location.
- D. When all the above tests have been completed and the system is ready for inspection, formally notify the Owner's Representative at least seven working days prior to Acceptance Testing. Include in this notice copies of all data recorded, date each test was completed and the results of each test. All test data shall be available during the inspection process.

### 3.8 TEST EQUIPMENT

- A. Equipment listed by manufacturer and model number establishes a standard of quality; other approved equal equipment will be acceptable.
- B. Thirty days prior to start of testing, provide a list to the Owner's Representative of test equipment make, model numbers and calibration dates that will be used.
- C. Furnish the following equipment as requested. Equipment to be available for the entire test period through final system testing.
  - 1 Dual-trace oscilloscope -100 MHz bandwidth, 1 mV/cm sensitivity.
  - 2 Digital network cabling verification equipment. Minimum requirements: port identification, cable fault identification, near end crosstalk indication.
  - 3 Pink Noise Source -Equal energy per octave bandwidth 20 Hz to 20,000 Hz, \*1dB (long-term average) at 0-dBm output. Stability: \*2 dB per day.
  - 4 Impedance Meter -Capable of testing audio lines at three frequencies, minimum, between 250 Hz and 4k Hz. Measurement Range: 1 ohm to 100 kohms.
  - 5 Multimeter-Measurement range, DC to 20k Hz, 100 mV to 300 V, 10 ma to 10 A.
  - 6 Audio Oscillator: bandwidth 20 Hz to 20k Hz \*1dB at 0-dBm output. Output to be balanced. Oscillator to include adjustable output level.
- D. Provide three portable VHF or UHF business band radios for use during acceptance testing with

transmission range sufficient to cover entire project.

## SECTION C

### GENERAL TERMS AND CONDITIONS

#### **1.0 COMPETITIVE BIDDING:**

- 1.1 It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions. All materials and/or equipment shall be new unless stated otherwise. Prospective bidders are advised that the specifications within this bid invitation are not to be considered restricted to any referenced manufacturer.

#### **2.0 AWARD:**

- 2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

#### **4.0 DELIVERY/INSPECTION:**

3. 4.1 The item(s) specified above and on the electronic bid form, with delivery tickets and/or other required documents and manuals shall be delivered FOB Destination, to the location(s) shown on the purchase order(s) as expeditiously as possible, but no later than thirty (30) calendar days after receipt of a City of Houston Purchase Order.

- 3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract, General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Prime Supplier/Awardee with respect to such future performance shall continue in full force and effect.

#### **4.0 SILENCE OF SPECIFICATIONS:**

- 4.1 The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and only materials and workmanship of first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

#### **5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:**

- 5.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 5.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. DETERMINATION AS TO WHETHER THE ITEM (S) BID IS (ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

**6.0 BRAND NAME OR TRADE NAME:**

6.1 Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Prime Supplier/Awardees, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, the assumption will be that the item bid is exactly as specified on the Invitation to Bid.

**7.0 PATENTS:**

7.1 The Prime Supplier/Awardee agrees to indemnify and save harmless the city, its agents, employees, officers, and legal representatives from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and it shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

**8.0 TERMINATION OF AGREEMENT:**

8.1 By the City for Convenience:

8.1.1 The City Purchasing Agent may terminate this Contract at any time upon 30-calendar days notice in writing to the Prime Supplier/Awardee. Upon receipt of such notice, Prime Supplier/Awardee shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. As soon as practicable after the receipt of notice of termination, the Prime Supplier/Awardee shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Contract to date of termination. The City agrees to compensate the Prime Supplier/Awardee for that portion of the prescribed charges for which the services were actually performed or items delivered under this project and not previously paid.

8.2 By the City for Default by Prime Supplier/Awardee:

8.2.1 In the event that the materials and/or services furnished by the Prime Supplier/Awardee do not conform to the standard set forth herein, or if the deliveries and servicing of this award do not conform to the requirements detailed herein, the City through a written notice from the City Purchasing Agent to the Prime Supplier/Awardee describing such default may as its options:

- (1) Terminate the award for default and the City shall have no further obligation under the Award.
- (2) Allow the Prime Supplier/Awardee to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Prime Supplier/Awardee cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Prime Supplier/Awardee fails to cure such default prior to the propose date of termination, then the City may terminate its performance under this award as of such date and have no further obligation under the award.

8.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Prime Supplier/Awardee shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Prime Supplier/Awardee and that which the City was forced to pay for covering Prime Supplier/Awardee's failure to deliver or perform services.

8.3 By the Prime Supplier/Awardee for Default by City:

8.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Award required to be performed or observed by the City, and the Prime Supplier/Awardee gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Prime Supplier/Awardee to constitute default on the part of the City.

8.3.2 Upon receipt of such notice in writing from the Prime Supplier/Awardee, however, the City shall have 30 calendar days to cure such default. The Prime Supplier/Awardee, at its sole option, may extend the proposed date of termination to a later date.

8.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Prime Supplier/Awardee may terminate its performance under this award as of such date

## **9.0 SUCCESSORS & ASSIGNS:**

9.1 Prime Supplier/Awardee may not assign this award or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Supplier/Awardee's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this award according to its terms.

## **10. RELEASE:**

**10.1 PRIME SUPPLIER/AWARDEE 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.**

## **11.0 INDEMNIFICATION:**

**11.1 PRIME SUPPLIER/AWARDEE 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, ATTORNEYS' 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:**

**(1) PRIME SUPPLIER/AWARDEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME SUPPLIER/AWARDEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**(2) THE CITY'S AND PRIME SUPPLIER/AWARDEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME SUPPLIER/AWARDEE IS IMMUNE FROM LIABILITY OR NOT; AND**

(3) **THE CITY'S AND PRIME SUPPLIER/AWARDEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME SUPPLIER/AWARDEE IS IMMUNE FROM LIABILITY OR NOT.**

**11.2 PRIME SUPPLIER/AWARDEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME SUPPLIER/AWARDEE'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME SUPPLIER/AWARDEE SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**11.3 INDEMNIFICATION PROCEDURES:**

11.3.1 Notice of Claims. If the City or Prime Supplier/Awardee 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:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

11.3.2 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 Supplier/Awardee is prejudiced, suffers loss, or incurs expense because of the delay.

11.3.3 Defense of Claims.

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

**12.0 INSURANCE: (See City of Houston’s website for sample certificate)**

- 12.1 The Prime Supplier/Awardee shall have insurance coverage as follows:
- Commercial General Liability shall be \$500,000 per occurrence; \$1,000,000 aggregate, per 12-month policy period.
  - Automobile Liability Insurance for autos furnished or used in the course of performance of this Award. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Prime Supplier/Awardee, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Supplier/Awardee, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED. \$1,000,000 - Combined Single Limit per occurrence; \$1,000,000 aggregate, per 12-month policy period.
  - **Worker's Compensation** including Broad Form All States endorsement shall be in statutory amount.
  - **Employer's Liability:** Bodily Injury/Accident \$100,000; Bodily Injury/Disease \$100,000 (per employee); Bodily Injury/Disease \$100,000 (policy limit).
- 12.2 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 Texas, and shall 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 of Best's Key Rating Guide.
- 12.3 All insurance policies required by this Award shall require on their face that 1) the City of Houston is named as an additional insured; 2) the insurance carrier waives any rights of subrogation against the City; and 3) it shall give thirty (30) days written notice to the City before any policy required by this Award is cancelled. Within such thirty (30) day period, Prime Supplier/Awardee covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Supplier/Awardee to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Award at once.
- 12.4 **REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**
- 12.4.1 Certificate must not be more than 30 days old.
  - 12.4.2 Name and Address of Producer writing coverage.
  - 12.4.3 Name of each insurance company providing coverage (as listed on company's Certificate of Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide.)
  - 12.4.4 Name and address of insured (as shown on policy).
  - 12.4.5 Letter in the column must reference the insurer of the policy being described.
  - 12.4.6 Must be a policy number; no binders will be accepted.
  - 12.4.7 Date policy became effective.
  - 12.4.8 Expiration date must be at least **60** days from date of delivery of certificate.
  - 12.4.9 Name and file number of project (Bid Name and Bid Number).
  - 12.4.10 Name of project manager (Buyer).
  - 12.4.11 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).
- 12.5 **Prior to award and/or starting work, Prime Supplier/Awardee must present a Certificate of Insurance evidencing the insurance coverage specified above. This is a mandatory requirement.**

**Forward to Buyer at:**

**City of Houston  
Strategic Purchasing Division  
901 Bagby, room B500  
Houston, Texas 77002**

**INSURANCE IS NOT REQUIRED IF ITEM IS DROP-SHIPED BY MANUFACTURER OR IS**

**DELIVERED BY COMMON CARRIER.**

### **13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:**

- 13.1 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.
- 13.2 Prime Supplier/Awardee agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. Prime Supplier/Awardee further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 0% of the value of this Award to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Supplier/Awardee acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.
- 13.3 Prime Supplier/Awardee shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms, set out in the documents attached herein. If Prime Supplier/Awardee is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.
- 13.4 Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

The above-mentioned goal will apply to Item Nos. N/A.

### **14.0 REJECTIONS:**

- 14.1 Articles not in accordance with samples and specifications must be removed by the Prime Supplier/Awardee and at his expense. All disputes concerning quality of supplies delivered under this offer will be determined by the City Purchasing Agent or designated representative.
- 14.2 All articles enumerated in the offer shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

### **15.0 INVOICING:**

- 15.1 In order to expedite payments all invoices must be submitted in triplicate, itemized as to quantity, part and/or model number, description in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.
- 15.2 All delivery tickets must have a description of the item delivered.
- 15.3 Mail invoices to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.
- 15.4 Delivery tickets and packing slips will contain the same information as the invoice.
- 15.5 All packing slips and delivery tickets must be signed by the receiving employee with their City Employee Number and must be signed by Prime Supplier/Awardee's Representative.

**16.0 TAXES:**

16.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Prime Supplier/Awardee desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, may approve or issue the necessary certificates.

**17.0 PAYMENT:**

17.1 Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the equipment and all required documents, whichever occurs later. Invoices received that do not agree with the provisions set forth herein shall be returned for correction and will result in payment being delayed.

17.2 PAYMENT OF SUBCONTRACTORS:

17.2.1 Prime Supplier/Awardee shall make time payments to all persons and entities supplying labor, materials or equipment for the performance of this Award. Prime Supplier/Awardee agrees to protect, defend, and indemnify the City from any claims or liability arising out of Prime Supplier/Awardee's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Prime Contractor/ Supplier to comply with the decisions of the arbitrator may be deemed, at the sole discretion of the City, a material breach leading to termination of this Award.)

**18.0 INSPECTIONS AND AUDITS:**

18.1 The City reserves all rights to review all payments made to Prime Supplier/Awardees by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Prime Supplier/Awardee.

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

18.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.

**19.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

19.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Prime Supplier/Awardee to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

19.2 Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

19.3 Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

19.4 For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Prime Supplier/Awardee** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

19.5 **A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Supplier Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

## **20.0 CITY OF HOUSTON PRIME SUPPLIER/AWARDEE OWNERSHIP DISCLOSURE ORDINANCE:**

20.1 City Council requires knowledge of the identities of the owners of entities seeking to do business with the City in order to review their indebtedness to the City and other qualifying governmental entities prior to entering into contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City business. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

20.2 Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a award requiring approval by the Council but excluding governmental entities.

20.3 A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning 5% or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

20.4 Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information with your bid or proposal may be just cause for rejection of your bid or proposal.

## **21.0 CHANGE ORDERS:**

21.1 At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Prime Supplier/Awardee 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 additional work.

21.2 Prime Supplier/Awardee shall not make any changes to the specifications or drawings contained herein without written authorization from the City Purchasing Agent or designated representative. The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications or drawings without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Prime Supplier/Awardee on unauthorized change orders.

- 21.3 Documentation acceptable to the City Purchasing Agent as evidence of Prime Supplier/Awardee's change(s) shall reference the City's bid specification by section(s) and page number(s). A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes **PRIOR TO ANY CHANGES BEING PERFORMED**. The face of the envelope containing this letter shall clearly state, "CHANGE ORDER REQUEST" and THE NUMBER OF THE BID INVITATION AND THE NUMBER(S) OF THE PURCHASE ORDER(S) referenced. Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Prime Supplier/Awardee complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent  
City of Houston  
Strategic Purchasing Division  
901 Bagby  
Houston, TX 77002

- 21.4 The City Purchasing Agent, or designated representative, may issue change orders, subject to the following limitations:

21.4.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of \$25,000 or less. A change order of more than \$25,000 over the approved award amount must be approved by City Council.

21.4.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.

21.4.3 For any items described in a change order that the Prime Supplier/Awardee is otherwise required to provide under the Original Agreement, the City shall not pay additional money to Prime Supplier/Awardee.