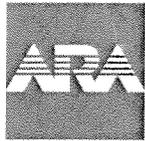


City of Houston



Administration & Regulatory Affairs

**CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR
PROPOSAL (RFP)
SOLICITATION NO.: S17-T24672**

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

NIGP CODE: 035-26

SOLICITATION DUE DATE/TIME: August 8, 2013 at 2:00 P.M., CST

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

DESCRIPTION:
**Baggage Handling and Aircraft Support Systems
Maintenance and Hardstand Operation for the Houston
Airport System (HAS)**

	<i>Date</i>	<i>Time</i>	<i>Location</i>
MANDATORY PRE-PROPOSAL CONFERENCE:	July 15, 2013	9:00 A.M.	HAS, 18600 Lee Rd., Conference Rm. 113 Humble, TX 77338

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals 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 Proposer'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.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Murdock Smith III

Name

murdock.smith@houstontx.gov

E-Mail Address

City Purchasing Agent

July 5, 2013

Date

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1.0 INTRODUCTION

- 1.1 The Houston Airport System (HAS) operates the City of Houston's three (3) major airports: George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD). HAS passenger traffic is approximately 50 million passengers per year. Management of the Airports includes coordination with FAA, air carriers, and other Federal and State agencies to maintain the highest standards of service and safety to Airport patrons. Baggage handling systems, aircraft support systems, and hardstand operations serve a vital role in the efficient operation of the Houston Airport System (HAS).
- 1.2 The Houston Airport System is seeking proposals for maintenance of baggage handling and aircraft support systems and operation of hardstand at IAH and HOU airports.

2.0 SPECIAL INSTRUCTIONS TO PROPOSERS

2.1 SUBMITTAL PROCEDURE

- 2.1.1 Eight (8) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 2.1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 2.1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 2.1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.2 PROPOSAL FORMAT

- 2.2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential. Refer to Section 3.2, Proposal Format, page 7.
- 2.2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

2.3 MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

- 2.3.1 A Mandatory Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Proposal Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid proposal due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. Proposers are strongly encouraged to forward all questions by e-mail to the responsible buyer after the pre-proposal conference.
- 2.3.2 **Site visit for George Bush Intercontinental (IAH) will start at 18600 Lee Road, Humble, Texas 77338 immediately after the pre-proposal conference. Transportation to George Bush Intercontinental Airport will be provided by the City. Proposers are required to have a valid identification card for security clearance when making the site visit. Proposers shall be responsible for the transportation to William P. Hobby Airport (HOU).**

2.3.3 **Pre-proposal conference and site visits will be mandatory. Proposer(s) attending the site visits shall limit their representatives to three (3). Proposer(s) who fail to attend the pre-proposal conference and site visits, as verified by the sign-in sheets at the pre-proposal conference and sign-in sheets at each airport, will be disqualified.**

2.3.4 In addition to the site visit scheduled after the proposal conference on July 15, 2013, Proposers may schedule site visits to review Baggage and Aircraft Support facilities, equipment, records, etc., at each Airport any time after advertisement of this RFP until three (3) days prior to proposal submittal date. (For example, site visits can be scheduled prior to and after the pre-proposal conference)

Please contact Dallas Evans at 281-230-8008 to schedule all additional site visit(s).

2.4 **ADDITIONAL INFORMATION AND SPECIFICATION CHANGES**

2.4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Murdock Smith, telephone: 832.393.8725, fax: 832.393. 8759, or e-mail (preferred method to): murdock.smith@houstontx.gov, no later than **Thursday, July 18, 2013 at 3:00 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 Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

2.5 **LETTER(S) OF CLARIFICATION**

2.5.1 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 in this RFP should be used in preparing Proposal responses.

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

2.6 **EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

2.6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

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

2.7 **EXCEPTIONS TO TERMS AND CONDITIONS**

2.7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

2.8 **POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)**

2.8.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

2.9 **PROTEST**

- 2.9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Secretary and the City Purchasing Agent. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the contract award.
- 2.9.2 A protest shall include the following:
 - 2.9.3 The name, address, e-mail, and telephone number of the protester;
 - 2.9.4 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 2.9.5 Identification of the RFP description and the RFP or contract number;
 - 2.9.6 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 2.9.7 The desired form of relief or outcome, which the protester is seeking.

2.10 **LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED**

- 2.10.1 Neither Proposer(s) nor any person acting on Proposer(s)' behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the Proposal evaluation committee, 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 Buyer identified on the first page of the RFP. Upon issuance of the RFP through the pre-award phase and up to the award of a contract, aside from Proposer's formal response to the RFP, communications publically made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer and communications during an oral interview, scheduled at the request of and for the benefit of the Proposal evaluation committee, if any, neither Proposer(s) nor persons acting on their behalf shall communicate with any member of the Proposal evaluation committee, 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 contract award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer. However, nothing in this paragraph shall prevent Proposer from making public statements to the City Council body convened for a regularly scheduled session after the Proposal evaluation committee has made its official selection and presented same to Council for action.

3.0 **QUALIFYING REQUIREMENTS FOR PROPOSER
(PROPOSER NOT MEETING THE FOLLOWING REQUIREMENTS (3.1.1 thru
3.1.7) WILL NOT BE CONSIDERED FURTHER)**

- 3.1 **In order to be evaluated as a respondent to this RFP, Proposers must submit the required documentation, as detailed herein with their proposal substantiating that they meet the following minimum requirements.**
 - 3.1.1 The Proposer must be authorized to do business in the state of Texas as of the date of their proposal and must include in their proposal a "Certificate of Registration." Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
 - 3.1.2 The Proposer's core competency must be presently or have maintained Baggage Handling and Aircraft Support Systems as specified in the Scope of Work (SOW) with a minimum maintenance staff of 15 full-time employees or an operation similar to SOW as stated herein of at least 1.5 million dollars per year, excluding utilities cost, at one location for baggage handling and aircraft support maintenance services.

- 3.1.3 Proposer must provide documentation that its company has been in business, as specified in the SOW, a minimum of five (5) years. If a Proposer is a joint venture or other partnership formed for the purpose of submitting a proposal, each company forming the joint venture or partnership must meet the five-year requirement individually.
- 3.1.4 Proposer shall comply with the City of Houston's Minority and Women Business Enterprise (MWBE) program requirements as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The MWBE Goal on this project is **12%**. Proposer shall provide evidence and a detail plan that demonstrates the intended award, utilization and payment to City of Houston certified M/WBE's with subcontracts and supply agreements that are equal to or greater than 12% of the value of this Agreement or that proposer made a Good Faith Effort. Proposer acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the Mayor's Office of Business Opportunity (OBO) and will comply with them Pre and Post award. (Refer to Exhibit II)
- 3.1.5 Proposer must submit a letter from a certified Surety/Bonding company, authorized to do business in the State of Texas stating the "Proposer's Bonding" capacity and provide the Surety listing with the U.S. Treasury. **The bond amount must cover at a minimum the total amount of the price proposed in Exhibit III.** Additionally, the letter shall include the largest sum that the Surety/Bonding Company would be willing to bond the Proposer for Baggage Handling and Aircraft Support Systems operation and maintenance. The Surety/Bonding Company may be contacted and interviewed by the City.
- 3.1.6 Proposer must submit a letter from the Insurance provider stating the Proposer's ability in obtaining insurance to meet the City's minimum insurance requirements (as stated in the GENERAL TERMS, SECTION 8.0 and Insurance providers A.M. Best rating. (Refer to Exhibit IV- Insurance Forms)
- 3.1.7 Proposer must attend the **mandatory** Pre-proposal conference & site visits at IAH and HOU Airports.

3.2 **Proposal Format**

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) must include any additional relevant information.

3.2.1 **Title Page**

The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the Proposal.

3.2.2 **Offer & Submittal Form**

PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.2.3 **Letter Of Transmittal**

3.2.3.1 A letter of transmittal shall include the following:

3.2.3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.

3.2.3.1.2 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

3.2.4 **Contents**

3.2.5 **Executive Summary**

3.2.5.1 Provide an executive summary, containing synopsis of Proposer's history, project development approach, pricing structure, and Baggage Handling and Aircraft Support Systems Maintenance and Hardstand Operation service capability.

3.2.6 Provide the required qualifying documentations described Section 3.0 above.

3.2.7 **PERSONNEL/STAFFING REQUIREMENTS (25%)**

3.2.7.1 **Project Organization / Staffing**

3.2.7.1.1 Describe Proposer's staffing for managing and maintaining the baggage handling and aircraft support systems and hardstand operations.

3.2.7.1.2 Describe Proposer's plan for transition during phase-in. Describe Proposer's staffing strategies to insure compliance with all phase-in requirements.

3.2.7.1.3 Proposer shall develop and submit with their proposal a full service 24/7, 365 days per year schedule detailing the responsibilities of assigned personnel as stated in the SOW. Describe positions, qualifications and duties for all proposed staffing. Provide an organizational chart detailing proposed staffing levels.

3.2.7.1.4 Describe Proposer's contingency plan in addressing additional staffing requirements that may be required for emergencies, equipment failure, inclement weather conditions, etc.

3.2.7.1.5 State how Proposer will ensure right sizing of personnel to effectively and efficiently accomplish SOW.

3.2.7.1.6 Describe Proposer's selection process and basis on hiring competent and qualified operation and maintenance personnel.

3.2.8 **PRICING (20%)**

3.2.8.1 Pricing Form/Fee Schedule (Exhibit III)

3.2.9 **TECHNICAL APPROACH/MANAGEMENT PLAN (20%)**

3.2.9.1 **Management Approach**

3.2.9.1.1 Define Proposers approach to managing and maintaining the baggage handling and aircraft support systems and hardstand operations as described in SOW. Proposer's response must include, but is not limited to proposing/describing methodologies, approaches, and technical/ innovative solutions.

3.2.9.1.2 Provide Proposer's approach and methodology for Phase-In transition, Section 18, page 33.

3.2.9.1.3 Provide a chart showing corporate organization starting from the CEO to the Project Manager and indicate how this organization will interface with HAS.

3.2.9.1.4 Identify the on-site project manager who will have oversight of the Agreement and provide their resume.

3.2.9.1.5 Provide copies of key personnel resumes, certifications and licenses.

3.2.9.1.6 Discuss how Proposer will ensure that resources are effectively applied to accomplish the SOW defined herein.

3.2.9.2 **Spare Parts**

3.2.9.2.1 Describe Proposer's plan for providing and managing spare parts, replacement parts, equipment, expendables, and consumables required for maintenance and repair, as specified in the SOW.

- 3.2.9.3 Quality
- 3.2.9.3.1 Describe Proposer's Quality Assurance Program or continuous improvement process program currently in place.
- 3.2.9.3.2 Describe Proposer's organization's program for ensuring a high quality of work.
- 3.2.9.3.3 Describe how Proposer's organization would manage and resolve complaints, including those of the City of Houston. How does Proposer capture and report customer feedback?
- 3.2.9.3.4 Describe Proposer's tracking and reporting mechanisms for documenting service and quality.
- 3.2.10 **REPUTATION/QUALIFICATION/EXPERIENCE (15%)**
- 3.2.10.1 Reputation
- 3.2.10.1.1 Provide list of current/previous customers as described in Section 5.0, page 10.
- 3.2.10.2 Qualification/Experience
- 3.2.10.2.1 Describe Proposer's company experience in the services requested in this RFP. Proposer should highlight the improvement in performance or efficiency that Proposer has achieved for its clients on past baggage handling and aircraft support system maintenance and hardstand operation service contracts.
- 3.2.10.2.2 Provide at least one (1) similar operation and maintenance projects and/or experiences for Proposer's firm and indicate which individuals (including their specific roles) proposed for this program were part of those projects. Include reference contact information per Exhibit IA.
- 3.2.11 **EFFICIENCY/INNOVATIONS/MMS (10%)**
- 3.2.11.1 Efficiency/Innovations
- 3.2.11.1.1 Describe any productivity enhancement/efficiency program(s) in the performance of SOW.
- 3.2.11.2 Maintenance Management System (MMS)
- 3.2.11.2.1 Describe your experience with INFOR referenced in Section 14.1, page 29.
- 3.2.12 **TRAINING (5%)**
- 3.2.12.1 Training
- 3.2.12.1.1 Describe Proposer's training program including but not limited to procedures and checklists for ensuring all personnel, including newly-hired workers, are familiar with baggage handling and aircraft support systems maintenance and hardstand operation.
- 3.2.13 **CONFORMITY WITH THE RFP REQUIREMENTS (Pass - 5% or Fail - 0%)**
- 3.2.13.1 General Conformity Questionnaire (Section 6.0, page 11).
- 3.2.13.2 List of Proposed Sub-contractor(s) (Exhibit I)
- 3.2.13.3 Fair Campaign Ordinance Form "A" (Exhibit V)
- 3.2.13.4 Affidavit of Ownership or Control (Exhibit VI)
- 3.2.13.5 Drug Compliance Agreement Attachment "A" and Proposer's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 3.2.13.6 Anti-Collusion Statement (Exhibit VIII)

- 3.2.13.6 Anti-Collusion Statement (Exhibit VIII)
- 3.2.13.7 Conflict of Interest Questionnaire (Exhibit IX)
- 3.2.13.8 City Proposers' Pay or Play Acknowledgement Form (Exhibit X)

4.0 EVALUATION/SELECTION PROCESS

4.1 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 Proposer to create, modify and implement the required application modules. The Proposer 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 Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated as specified in Section 3.0, page 6. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

4.1.1	Personnel/Staffing Requirements	25%
4.1.2	Pricing	20%
4.1.3	Technical Approach/Management Plan	20%
4.1.4	Reputation/Qualification/Experience	15%
4.1.5	Efficiency/Innovations/Energy Savings/MMS	10%
4.1.6	Training	5%
4.1.7	Conformity With The RFP Requirements	5%
	TOTAL:	100%

4.2 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).

4.3 The committee may arrive at a short list of respondents and these short listed respondents may be scheduled for a structured oral presentation and interview, which will be further evaluated based on your proposal and presentation. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.

4.4 If a second round of evaluation (short listed Proposers) is held and scored, first round scores will be added to the second round scores and the average will be the final score.

5.0 REFERENCES

5.1 Proposers must be able to demonstrate that they have sufficient expertise, qualified personnel experienced in Baggage Handling and Aircraft Support Systems Maintenance and Hardstand Operations as specified in the RFP. Proposers must demonstrate that their company is currently providing the services of similar size and statement of work specified in the Proposal. Proposers must have been actively engaged as an actual business entity in the activities described in this RFP for at least the five (5) years immediately prior to the submission of their Proposal.

- 5.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of proposal submittal. **Proposer's capability and experience shall be a factor in Proposal evaluation.**

LIST OF CURRENT/PREVIOUS CUSTOMERS

1. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

5. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

6.0 GENERAL CONFORMITY QUESTIONNAIRE

6.1 Special Instructions to Proposer(s)

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.2 Uniform Instructions to Proposer(s)

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.3 General Terms and Conditions

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.4 Special Terms and Conditions

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.5 Site Visit

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.6 Proposal Outline and Minimum Content Requirements

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.7 Proposer's Qualifications

Proposer fully understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.8 Performance Bond

Proposer full understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

6.9 Sample Contract

Proposer full understands the requirement and complies. ___ Yes ___ No

If "No" Explain: _____

7.0 UNIFORM INSTRUCTIONS TO PROPOSER

- 7.1 This RFP 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 Proposal in response to this request.
- 7.2 The Proposals 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 contract is awarded. Afterward, the Proposals shall be available to the public.
- 7.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 7.4 In the event a Proposer 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.
- 7.5 Proposer(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 City evaluation committee).
- 7.6 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(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 RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.7 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 7.8 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.
- 7.9 Proposer(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 RFP at the time a Proposal is submitted to the City.
- 7.10 The Agreement(s) shall become effective on or about **February 4, 2014** 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.
- 7.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Proposer.
- 7.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Proposer. If required, such support and costs shall be defined in the negotiated Agreement.
- 7.13 Proposer 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 Director.
- 7.14 The Proposer 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 Proposer; Business Structure and Assignments; Subcontractor; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

- 7.15 The City may terminate its performance under a contract in the event of a default by the Proposer and a failure to cure such default after receiving notice of default from the City. Default may result from the Proposer's failure to perform under the terms of the contract or from the Proposer becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 7.16 Proposer must promptly report to the Director any conditions, transactions, situation, or circumstances encountered by the Proposer which would impede or impair the proper and timely performance of the contract.
- 7.17 The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all Proposals received prior to contract award.
- 7.18 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 7.19 The City reserves the right to request clarity of any Proposal after they have been received.
- 7.20 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 7.21 The Proposer must be authorized to do business in the state of Texas. The Proposer(s) must include in their proposal a "Certificate of Registration" which authorizes them to conduct business in the State of Texas. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 7.22 After contract execution, the successful Proposer shall be the Proposer and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and Sub-contractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 7.23 Proposer assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Proposer or is subcontracted to another organization.
- 7.24 If sub-contractor involvement is required in the use of license, patent, or proprietary process, the Proposer is responsible for obtaining written authorization from the sub-contractor 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.

8.0 GENERAL TERMS AND CONDITIONS

8.1 INDEMNITY AND RELEASE:

8.1.1 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.

8.2 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, 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:

- 8.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 8.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 8.2.3 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.
- 8.2.4 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 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 8.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

8.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 8.3.1 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.

8.4 INDEMNIFICATION PROCEDURES:

- 8.4.1 Notice of Claims. If the City or Prime Contractor 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 30 days. The notice must include the following:

- 8.4.1.1 a description of the indemnification event in reasonable detail,
- 8.4.1.2 the basis on which indemnification may be due, and
- 8.4.2 the anticipated amount of the indemnified loss.
- 8.4.3 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 30-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.
- 8.4.4 Defense of Claims.
 - 8.4.4.1 Assumption of Defense. Prime Contractor 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 must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 8.4.4.2 Continued Participation. If Prime Contractor 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 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 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.

8.5 INSURANCE REQUIREMENTS:

- 8.5.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or 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, Property-Casualty United States.**
- 8.5.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
 - 8.5.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 8.5.2.1.1 \$2,000,000 per occurrence
 - 8.5.2.1.2 \$4,000,000 aggregate,
 - 8.5.2.2 Workers' Compensation:
 - 8.5.2.2.1 Amount shall be statutory amount
 - 8.5.2.3 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
 - 8.5.2.4 Automobile Liability (See Note Below):
 - 8.5.2.4.1 \$10,000,000 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.

8.5.2.5 Employer's Liability:

8.5.2.5.1 Bodily injury by accident \$500,000 (each accident)

8.5.2.5.2 Bodily injury by disease \$500,000 (policy limit)

8.5.2.5.3 Bodily injury by disease \$500,000 (each employee)

8.6 Automobile liability insurance for autos furnished or used in the course of performance of this contract 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 the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

8.7 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

8.8 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

8.8.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)

8.8.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

8.8.3 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

8.8.3.1.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

8.8.3.1.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or 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, Property-Casualty United States.

8.8.3.1.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

8.8.3.1.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers,

agents, or employees.

- 8.8.3.1.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 8.8.3.1.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 8.8.3.1.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 8.8.3.1.8 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.
- 8.8.3.1.9 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 8.8.3.1.10 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 8.8.3.1.11 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 8.8.3.1.12 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 8.8.3.1.13 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 8.8.3.1.14 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 8.8.3.1.15 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

8.9 **PROPOSER PERFORMANCE LANGUAGE:**

- 8.9.1 Proposer should make citizen satisfaction a priority in providing services under this contract. Proposer's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Proposer's employees should be clean, courteous, and efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Proposer is not interacting in a positive and polite manner with citizens, the Proposer shall take all remedial steps to conform to the standards set by this

contract and is subject to termination for breach of contract.

8.10 **INSPECTIONS AND AUDITS:**

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

8.11 **INTERPRETING SPECIFICATIONS:**

8.11.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

8.11.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

8.12 **PROPOSER DEBT:**

8.12.1 **IF PROPOSER, 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 PROPOSER HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY PROPOSER IN WRITING. IF PROPOSER 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 PROPOSER UNDER THIS AGREEMENT, AND PROPOSER WAIVES ANY RECOURSE THEREFOR.**

9.0 **SPECIAL TERMS AND CONDITIONS**

9.1 **CITY PROPOSERS' PAY OR PLAY PROGRAM:**

9.1.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Proposer has reviewed Executive Order No. 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. This provision requires certain Proposers to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

9.2 **CITY PROPOSER OWNERSHIP DISCLOSURE ORDINANCE:**

9.2.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP 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 contracts.

9.2.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

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

9.3.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Proposer to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

9.4 **DRUG DETECTION AND DETERRENCE PROCEDURES FOR PROPOSERS:**

9.4.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Proposers while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

9.5 **HIRE HOUSTON FIRST:**

9.5.1 **Designation as a City Business or Local Business**

9.5.1.1 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.

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

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

9.5.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

9.5.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative---Pursuant to Chapter --- of the Local Government Code**

9.5.3 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 IN SECTION 15-181 OF THE CODE.

10.0 **PROJECT ADMINISTRATION & PROCUREMENT TIMELINE/SCHEDULE:**

10.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may

be addressed to Conley Jackson at the Pre-Proposal conference.

10.2 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

10.3	<u>EVENT</u>	<u>DATE</u>
	Date of RFP Issued	July 5, 2013
	Pre-Proposal Conference	July 15, 2013
	Questions from Proposers Due to City	July 18, 2013
	Proposals Due from Proposer(s)	August 8, 2013
	Notification of Intent to Award (<i>Estimated</i>)	September 12, 2013
	Council Agenda Date (<i>Estimated</i>)	October 30, 2013
	Contract Start Date (<i>Estimated</i>)	November 6, 2013

11.0 DEFINITIONS

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

"**Acceptable**" means that services, equipment, or performance, meet or exceed the requirements of this Agreement.

"**Acceptance**" shall be determined by the Director and occurs when the Director determines that the unit of Work specified under the Agreement is complete and acceptable.

"**Acceptable Equivalent**" means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies an approved, negotiated or specified use made a part hereof.

"**Air Operations Area (AOA)**" means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

"**Airport(s)**" means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

"**Basic Services**" means those services described in Specifications/Statement of Work.

"**Business Days**" means all days of a calendar year.

"**City**" is defined as the City of Houston a home rule city.

"**Contractor or Proposer**" is defined as company who is authorized to do business in Texas includes its successors and assigns.

"**Contract or Agreement**" means the Agreement and written amendments authorized by City Council and Proposer or change orders authorized by this Agreement between the City and Proposer whereby Proposer shall provide all specified Work in connection with the Agreement, in the manner provided by the Agreement.

"**Core Competency**" is defined as providing knowledge, ability, or expertise in specific areas of baggage handling and aircraft support systems maintenance and hardstand operation.

"**Corrective Maintenance (CM)**" means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any breakdown or stoppage of equipment or system where the equipment or system is unable to perform its designed function. CM includes repairs and replacement of related components, parts, and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

"**Deferred Maintenance**" means that type of preventive maintenance that can be delayed without damage to the system, instrumentation, controls, and equipment or compromise of safety standards.

"**Director**" means the Director of the Houston Airport System or the City Purchasing Agent, or their designee in writing. The Agreement designates certain functions to be performed by the Director.

"**Enterprise Asset Management System (EAMS)**" means the Houston Airport's computerize maintenance management system.

"**Equipment**" means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.

"**Equipment Failure**" means equipment not capable of being repaired due to wear/damage resulting from normal or catastrophic causes.

“Expendable Items” are those items normally required during scheduled maintenance. The items are either consumed during use, used up during repeated use, or are not useable after one usage. They typically include, but not limited to, oils, lubricants, filters, gaskets, cleaning agents, paints, brooms, brushes, light bulbs, etc.

“First Class Condition” refers to the quality of systems, parts, equipment and related components and appurtenances including replacements (“elements”). It also refers to the condition of the wear and operation of the elements. When referring to the quality of the elements, First Class Condition means of a quality equal to or better than the elements as originally installed. When referring to the wear and operation of the elements, First Class Condition means a standard that is within the manufacturer's published tolerances for safe, reliable operation, or if no published tolerances, within generally accepted tolerances within the baggage handling and aircraft support system’s maintenance and operations industry.

“Furnish” means to supply and deliver to the appropriate Airport site, ready for unloading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

“Hardstand” means a satellite concrete ramp/apron area used for aircraft loading, unloading, and ground service (refer to Appendix “III”– Hardstand Operation and Requirements).

“HOU” means William P. Hobby Airport.

“Houston Airport System (HAS)” means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.

“Include” and “Including” and words of similar import, shall be deemed to be followed by the words “without limitation”.

“IAH” means George Bush Intercontinental Airport/Houston.

“Key Performance Indicators (KPI)” means high-level snapshots of an organization’s performance based on specific predetermined measures. These are metrics used to help define and measure progress toward organizational goals.

“Maintenance Facilities” means the shop and office facilities the City provides to the Proposer. Such facilities are provided at each of the Airports.

“Maintenance Management System (MMS)” means the Contractor’s maintenance management system that shall be utilized for managing the work flow of the Baggage Handling and Aircraft Support Systems.

“Maintenance Service” means Preventive Maintenance (PM) and Corrective Maintenance (CM).

“Manufacturer” means the original manufacturer or producer of a part or component.

“Materials” means any substance specified for use in the accomplishment of the Work.

“Notice to Proceed” means a written communication from the Director to Proposer instructing Proposer to begin performance.

“OEM” means the Original Equipment Manufacturer.

“Operation or Operational” means that the equipment is maintained at the level necessary to ensure that it is in a state of readiness for its intended use or full functional status, and maintained in such condition for the use for which it is intended.

“Other Service Request (OSR)” is the form used to request Other Work/Services within the scope of this Agreement.

"Other Work/Services" means those services described in Performance/Statement of Work and Exhibit III – Fee Schedule as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director's written request.

"Preventive Maintenance (PM)" means maintenance that is scheduled either by run time or by the calendar, to ensure proper operation of systems and equipment with durability, reliability, efficiency, and safety as the principal objectives in accordance with current OEM requirements and recommendations.

"Predictive Maintenance (PdM)" – Predictive Maintenance (PdM) is a carefully planned system of machinery analysis and diagnostics. (PdM) provides machinery "health condition: information, which prompts timely, corrective action". The expected result: optimum machine productivity, extended machine life, and reduced maintenance cost.

"Provide" means furnish and install, complete, and ready for intended use, as applicable in each instance, except as otherwise defined in greater action.

"Rebuilt Parts" mean used parts that have been dismantled and reconstructed as necessary; all internal parts are cleaned and free from dust and corrosion; all impaired, defective, or substantially worn parts are restored to a sound condition with new, rebuilt, or unimpaired used parts; all missing components are replaced with new, rebuilt or unimpaired used parts; and such other operations are performed as necessary to put the product in sound working condition. Rebuilt Parts must meet or exceed original manufacturer's specifications.

"Repair" means to restore to good or sound working condition.

"Replacement Equipment" means equipment of similar capacity to existing equipment provided when the primary equipment is out of service.

"Replacement Parts" mean any item which by its installation becomes part of the Baggage Handling Systems and Aircraft Support Systems equipment.

"Response Time" means the maximum elapsed time in which Proposer must respond to an Emergency Service Request. The maximum elapsed time is measured from Proposer's receipt of an Emergency Service Request to Proposer's arrival at the specified work site.

"Routine" means those services that do not require emergency condition.

"Threshold" Contractor shall provide all replacement O&M parts where the unit cost is equal to or falls below the established threshold as described in section 21.1. Such cost will not take into account Contractor's labor or shipping cost, but actual cost of the replacement part.

"Statement of Work" (SOW) is defined as detailed description of the work that the Proposer will perform.

"Upgrade" means to modify or replace existing equipment in order to achieve a specified objective or the latest state-of-the-art configuration or both.

"Urgent Service Request" is defined as a non-remedial maintenance request for immediate action. An urgent service request may be issued outside of Normal Business Hours, in which case additional labor charges will apply.

"Work" means all services to be provided by the Proposer under this Agreement.

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12.0 STATEMENT OF WORK

12.1 The Contractor shall provide complete maintenance of existing baggage handling systems as described in Appendix "I," and Maintenance of Aircraft Support Systems as described in Appendix "II" also provide maintenance of additional baggage Handling & aircraft support systems as they are released to the contractor. The Contractor shall provide Hardstand Operations as defined in Appendix "III" The Contractor shall utilize the city of Houston's Maintenance Management Systems (MMS) – INFOR, as described in Appendix "IV." Pricing Agreement shall be a monthly fee for each functional element for each airport as shown in Exhibit "III". The work to be provided by the Contractor includes Basic Services and Other Work/Services.

12.2 Functional Requirements

12.2.1 Baggage Handling System Contract Hours

12.2.1.1 **IAH:** 24/7, 365 days per year, with Preventive Maintenance (PM) shall be performed as coordinated and directed by the Director and/or his designee without an impact to the operation.

12.2.1.2 **HOU:** 24/7, 365 days per year, with Preventive Maintenance (PM) shall be performed as coordinated and directed by the Facilities Management without an impact to the operation.

12.2.2 Aircraft Support System Contract Hours

12.2.2.1 **IAH:** 24/7, 365 days per year, with PM performed as coordinated and directed by Director and/or his designee without impact to the operation.

12.2.2.2 **HOU:** 24/7, 365 days per year, with PM performed as coordinated and directed by Facilities Management without impact to the operation.

12.2.3 Hardstand Operations as described in Appendix III.
Contract Hours:

12.2.3.1 **IAH:** 6:00 a.m. to 12 a.m. (Midnight), 7 days per week, 365 days per year.

Note: Hours are subject to change based on construction and/or operational needs. In the event of an emergency, between hour of 12:00 midnight – 6:00 a.m., Contractor shall provide on-site personnel to assist the hardstand operations.

13.0 BASIC SERVICES

13.1 Baggage Handling & Aircraft Support System

13.1.1 Basic Services shall include, but are not limited to, all management, supervision, labor, parts, materials and consumables, equipment, diagnostics, lubricants, tools, instruments, reports, transportation, insurance, sub-contracts, bonds, incidentals, and all such other related services and such other associated electrical, mechanical, pneumatic, hydraulic services for equipment and appurtenances, as required, to maintain safety, maximum operational efficiency, and to ensure units are maintained in first class condition with a 99% In-Service-Rate (ISR) throughout the Term of the Agreement.

13.1.2 The Contractor shall provide complete PM and Corrective Maintenance (CM) in accordance with the approved Original Equipment Manufacturer (OEM) maintenance procedures, codes, and acceptable maintenance practices in order to maintain baggage handling & aircraft support systems in first class condition. Maintenance shall include regular inspections, tests, scheduled service routines, detection and correction of potential failures, replacement of parts that fail due to improper maintenance or lack of maintenance, parts cleaning, lubricating, and adjusting of systems as required to accomplish the Work.

13.1.3 Basic Services include replacement of failed or defective equipment and components with the exception of failures resulting from Force Majeure and those items covered by Other Work/Services.

13.1.4 Basic Services includes a Warranty Administration Program for parts and equipment. If the Contractor

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provides repair parts on equipment under warranty, the Contractor will receive the benefit of the warranty when repair is subject to reimbursement from OEM.

- 13.1.5 The Contractor's response time to any urgent or emergency defect or malfunction that impacts the general public, renders the system incapable of performing at its acceptable normal operating level, or to circumstances that affect passenger safety shall be 5 minutes.
- 13.1.6 The Contractor's response time to other than routine situations shall be 15 minutes.
- 13.1.7 The Contractor shall provide CM and PM immediately after its Phase-In, on the date specified in the Notice to Proceed. Proposed procedures must be submitted to HAS for approval within 30 days after the Agreement Start Date. Within 30 days of receipt of the Notice to Proceed, The Contractor shall:
 - 13.1.7.1 Conduct a Base Line Audit of the airports baggage handling & aircraft support systems to determine that the baggage handling & aircraft support systems (excluding expendables) are up to industry standard and within OEM's tolerances.
 - 13.1.7.2 Analyze existing PM program.
 - 13.1.7.3 Review OEM requirements.
 - 13.1.7.4 Develop and submit routine PM schedules in accordance with OEM recommendations, pertinent installation documentation, existing Operation and Maintenance Manuals, OSHA requirements.
 - 13.1.7.5 At a minimum, PM schedules must be in accordance with OEM instructions contained in applicable manufacturers' manuals for individual items of equipment, including the latest OEM technical/user manuals, service bulletins, service advisories, product/service information updates, and all other such OEM published information pertaining to the maintenance and operation of baggage handling & aircraft support systems and equipment.
 - 13.1.7.6 The Contractor shall deliver written weekly schedules of planned PMs to HAS one week in advance of schedule.
- 13.2 Baggage Handling Systems
 - 13.2.1 Baggage handling systems shall include, but are not limited to:
 - 13.2.1.1 All mechanical and electrical systems associated with baggage handling systems, including conveyor lines, cables, motors, fans, alarms, belts, indicator lights, security doors, safety lockout systems, baggage measuring arrays or dimensioning systems, baggage scales, bar code readers, etc.
 - 13.2.1.2 All the HAS instrumentation, switches, and appurtenances located in the facilities housing the baggage handling systems that are directly related to the operation of this system and related equipment.
 - 13.2.1.3 All computer and software systems.
 - 13.2.2 The Contractor shall be responsible for clearing all bag jams.
- 13.3 Aircraft Support Systems
 - 13.3.1 "Gates" maintained under the Agreement shall include, but are not limited to: passenger boarding bridges, ground power systems, preconditioned air systems, guide-in equipment, potable water equipment, portable turbo-way ramp, and other ancillary equipment.
 - 13.3.2 Gates are inclusive of the building glycol system, central GPU system, all related parts, systems, and accessories.
 - 13.3.2.1 Maintenance items on Gates include, but are not limited to, mechanical, electrical, and electronic systems, engines, motors, pumps, compressors, fans, belts, cables, controls, computers, instrumentation, alarms, indicator lights, tires, wheels, frames, chassis, suspension, steering devices,

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drive mechanisms, bearings, seals, rollers, internal structural members, roof panels, doors, and flooring up to the point where the device is attached to a Terminal structure or to an Aircraft.

- 13.3.2.2 Electrical systems include power circuit breakers, power and instrument transformers, surge protection devices, relays, and secondary breakers serving motor controls up to but excluding main disconnects in primary switchboards serving motor controls and starters.
- 13.3.3 The Contractor shall ensure its delivery of potable water at each gate and hardstand meets federal standards set forth in the Safe Drinking Water Act (SDWA) of 1974, and the Texas Commission on Environmental Quality (TECQ) Title 30, Part 1, Chapter 290, Subchapter D, including but not limited to Rule 290.44 (Water Distribution) and rule 290.46 (Minimum Acceptable Operating Practices for Public Drinking Water Systems) as amended from time to time. Contractor shall perform a Potable Water System analysis test at each gate at the beginning of the contract, and every six months thereafter, and provide copies of the results to HAS.
- 13.3.4 The Contractor shall perform a Load Bank Test on 400 Hz. and 28 Volt Power Systems at each gate every 6 months and submit a report of the results to the HAS.
- 13.3.4.1 The Contractor shall ensure each 400 Hz. and 28 Volt power systems produces stable and clean power within OEM specified tolerances for Voltages and Amperages at each test load.
- 13.3.4.2 Minimum test loads must include 24KW, 48KW, 72KW, 96KW, and 112KW for 400 Hz systems and 300 amperes for the 28 Volt systems. Tests must yield data on Voltage, Amperages, and Hertz for each test load.
- 13.3.5 Load Bank test equipment shall be dedicated to HAS 24/7.
- 13.3.6 The Contractor shall clean the exterior of all passenger loading bridge canopy areas as needed.
- 13.3.6.1 Contractor shall clean all interior passenger loading bridge areas according to a schedule established by the airport Director.
- 13.3.7 The Contractor shall also maintain portable ramp(s) and provide a complete PM and inspection.
- 13.4 Hardstand Operations
- 13.4.1 The Contractor shall furnish, maintain and operate hardstand equipment as described in Appendix "III" on a monthly utilization of equipment and personnel at a rate shown on Exhibit "III."
- 13.4.2 Specified hardstand equipment shall be dedicated to HAS 24/7.
- 13.5 Operation and Maintenance Manuals
- 13.5.1 HAS will provide the Contractor with its available manuals. The Contractor shall update technical literature throughout the Term of the Agreement to reflect manufacturer's updates and changes or additions to the systems. The Contractor shall be responsible for all technical literature, etc. required to perform the Work.
- 13.6 Personnel Requirements IAH & HOU
- 13.6.1 Staffing- Contractor shall provide the appropriate number of supervised, trained and skilled personnel required to operate and maintain the Baggage Handling Systems, Aircraft Support Systems and Hardstand Operation as outlined in the scope of work.
- 13.6.2 All personnel assigned by the Contractor to perform in accordance with the terms of the Agreement will not be assigned to any other projects or contracts managed by the Contractor, unless approved in writing by HAS.
- 13.6.3 Staffing shall include Contractor's staff, management, administrative, and technical services and functions necessary for effective and timely accomplishment of the required services.

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- 13.6.4 The following job descriptions are intended to address minimum key personnel qualifications and are not intended to establish the level of staffing needed to operate and maintain the Baggage Handling and Aircraft Support System Maintenance and Hardstand Operation
- 13.7 Project Manager
- 13.7.1 The Contractor shall provide a dedicated and qualified Project Manager, to be physically assigned to IAH but will operate between all airport facilities. The Project Manager will be on-site between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
- 13.7.2 The Project Manager shall have a BA Degree or equivalent, and a minimum of 5 years verifiable aircraft support experience in the maintenance and operation of related systems at the supervisory level.
- 13.7.3 The Project Manager will be exclusively assigned to this agreement and shall not be reassigned without prior written approval of the Director.
- 13.7.4 The Project Manager must manage the daily operation, direct all employees in the maintenance of baggage handling & aircraft support systems, ensures appropriate staffing levels and is the direct contact for customer service issues.
- 13.7.5 The Project Manager shall have in-depth computer skills, including proficiency with MS office applications and the ability to create spread sheets/reports.
- 13.7.6 A minimum of 3 years cost forecasting, personnel training and managing personnel.
- 13.7.7 The Project Manager must notify the Director in writing when temporarily off-site and identify an acting Project Manager who can act for the Contractor in all matters.
- 13.7.8 The Project Manager must attend regularly scheduled and ad-hoc meetings to discuss maintenance and operation of aircraft support systems/equipment. The Project Manager shall attend meetings with the Director within 30 minutes' notice if required. Regularly scheduled meetings require a typed agenda covering the topics to be discussed and minutes of the meeting must be submitted within three (3) business days following each meeting. HAS will approve the minutes prior to distribution by the Contractor
- 13.7.9 Other Personnel Requirements IAH and HOU

	IAH	
Administrative Clerks	Assoc. Degree, or equal 6-months related experience	Routine office duties, maintain Maintenance Management System, O & M monthly meeting minutes, required reports, inventory reports, etc.
Supervisors or Lead Field Service Technicians	Associate Degree, or equal 1-year lead/supervisory experience	Supervisor in charge of shift maintains staffing levels. Evaluates job performance, maintains records, directs/redirects daily activities.
Field Service Technicians	High School Diploma, or GED Driver's License. Minimum 2 years documented training and /or job experience in welding, machinery, electrical, pneumatics and or motor control troubleshooting pertaining to aircraft support and baggage	Repair and maintenance of aircraft support equipment and baggage handling systems

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	systems. Must maintain any and all applicable certifications and licenses for the area assigned.	
Control Room Operator/Work Order Coordinator	High School Diploma or GED, Driver's License. 1 -2 years related experience in customer service or dispatching. 1 -2 years related experience with data entry, scheduling workloads and processing work orders	Coordinates customer service requirements with onsite maintenance personnel. Enter work orders into MMS system, answer phones. Oversees the scheduling of technicians and ensures all required information into MMS system.
BHS Supervisor	Associate Degree or equal 1-year supervisory experience. Computer skills with knowledge of Microsoft and Excel. Preference 5 years plus experience in area of airport conveyor maintenance services	Supervises daily oversight and direction of work teams, including scheduling, work order process, safety, productivity plans and resolution of employee issues.
Bag Jam Clearer	High School Diploma or GED, Driver's License. Airport experience a plus. Basic computer skills required.	Respond to and clear faults that occur within the baggage handling system. Transport baggage (lift 70 lbs) and report issues that could lead to system failures. Assist with operational issues during outages or failures. Entry level maintenance mechanic knowledge is a plus.
Lead Hardstand Agent	High School Diploma or GED, 1-3 months related experience Commercial Driver's License DOT Medical Certificate	Operate and maintain vehicles. Assist Passengers, specialized training in operating passenger bus(es) and mobile stairs.
Hardstand Agents	High School Diploma or GED, 1-3 months related experience Commercial Driver's License DOT Medical Certificate	Operate and maintain vehicles. Assist Passengers, specialized training in operating passenger bus(es) and mobile stairs.
GSE Mechanic (as needed)	High School Diploma or GED	Repair and Maintain GSE equipment
	HOU	
Position	Qualifications	Duties
(1) Supervisor	Associates Degree, or 5 years directly related maintenance experience on Thyssen Stearns, and FMC Jet way passenger boarding bridges. Experience in the troubleshooting repair and maintenance of the above PBB and of the following manufacturers of baggage conveyor equipment systems. Transnorm, Rapistan, and G&S Must maintain any and all	Coordinates activities, verifies staffing levels, evaluates employee job performance, administration duties on all OSR's Change Orders and maintains all records for the HOU site.

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	applicable certifications and licenses for the area assigned.	
(1) Lead Field Service Technician	High School Diploma, or GED and a minimum of 3 years directly related and documented maintenance experience on Thyssen Stearns and FMC Jet way passenger boarding bridges. Experience in the troubleshooting repair and maintenance of the above PBB and of the following manufacturers of baggage conveyor equipment systems. Transnorm, Rapistan, and G&S. Must maintain any and all applicable certifications and licenses for the area assigned.	Assist the supervisor with Coordinating activities, provides repairs and performs preventive maintenance of aircraft support equipment and baggage handling systems and maintains records. Related work to include but not limited to welding, machinery repair and other ancillary equipment repair, electrical and motor control maintenance and troubleshooting.
(6) Field Service Technicians	High School Diploma, or GED and a minimum of 2 years directly related and documented maintenance experience on Thyssen Stearns and FMC Jet way passenger boarding bridges. Experience in the troubleshooting repair and maintenance of the above PBB and of the following manufacturers of baggage conveyor equipment systems. Transnorm, Rapistan, and G&S. Must maintain any and all applicable certifications and licenses for the area assigned.	Provides repairs and performs preventive maintenance of aircraft support equipment and baggage handling systems and maintains records. Related work to include but not limited to welding, machinery repair and other ancillary equipment repair, electrical and motor control maintenance and troubleshooting.
(1) Plant Mechanic/ HVAC Refrigeration	High School Diploma, or GED and Minimum 5 years documented training and /or job experience in the areas of HVAC repair with direct knowledge and experience of glycol chillers and its control systems, with a universal EPA certification. Must maintain any and all applicable certifications and licenses for the area assigned.	Performs maintenance operations of glycol chiller plant, for all jet bridge PCA systems, and assists as assigned in preventive maintenance for Jet bridges bag belts and other ancillary aircraft support equipment.
(1) Administrative Aide	High school diploma or GED and 2 years experience as an administrative aide. Must extensive Microsoft Office experience in all Microsoft applications.	Routine office duties, maintain Maintenance Management System, O & M monthly meeting minutes, required reports, inventory reports, etc.

13.7.10 Should HAS determine that Contractor is not meeting its responsibilities under the Agreement due to the number or qualifications of on-site personnel, HAS may request that the Contractor increase the number of on-site personnel in order to meet all obligations specified hereunder, at no additional cost to HAS. Upon written notification from HAS, Contractor shall be given two calendar days to assess problems and one additional day to formulate a resolution of the problem. Subsequently, if HAS determines that Contractor's responsibilities under the Agreement can only be met with additional on-site staff, Contractor shall provide such staff at no additional cost to HAS. Contractor's personnel shall

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work additional hours as required to meet Contractor's obligations under the Agreement at Contractor's expense.

13.8 Inclusion/Exclusion

13.8.1 From time to time throughout the Term of the Contract, HAS may, by written notice to the Contractor, increase or decrease the existing baggage/aircraft support systems and hardstand operations covered by the Contract. The Contractor's sole compensation for such adjustment will be the monthly unit cost specified in the Fee Schedule (Exhibit III), Inclusion/Exclusion pricing for items not covered in the Fee Schedule shall be agreed upon by the Contractor and HAS.

13.8.2 Upon beneficial use and/or issuance of a certificate of substantial completion and the equipment is placed into revenue service, the Contractor shall take full responsibility for equipment maintenance and manage any warranties in effect. The Contractor shall inspect the new and renovated facilities and submit any deficiencies to HAS.

13.9 Pay for Performance Program

13.9.1 Performance-based pricing structure that includes Key Performance Indicators (KPIs) and methodology for calculating payment based on KPIs shall be performed by Contractor in accordance with Appendix V Pay Performance Program.

14.0 MAINTENANCE MANAGEMENT SYSTEM (MMS) / PROJECT ADMINISTRATION SYSTEM (PAS)

14.1 As part of Basic Services, immediately after receipt of Notice to Proceed, the Contractor shall comply with HAS' Technology policies and best practices regarding the use of HAS infrastructure, technology assets, and HAS Enterprise Asset Management solution (currently INFOR Enterprise Edition).

15.0 QUALITY

15.1 Contractor shall implement quality programs that encompass the following:

15.1.1 Managing and resolving complaints, including those of HAS.

15.1.2 Rectifying or minimizing recurrences of quality problems.

15.1.3 Continuous improvement process.

15.1.4 Maintaining consistently the quality of service across all locations.

15.1.5 Tracking and reporting mechanisms to document consistent service and quality.

16.0 TRAINING

16.1 Contractor shall implement training program with the following guidelines:

16.1.1 Contractor shall provide a description of Contractor's employee training program and list the training and skills development considered to be most important for employees assigned to this project.

16.1.2 Training of personnel shall be at the Contractor's sole expense and shall include the maintenance and repair procedures for systems and equipment, record keeping procedures, procurement procedures, and operation and maintenance of the MMS.

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

16.1.4 The Contractor shall provide initial orientation to all new hire employees, regardless of job classification. The Contractor shall provide annual HAZCOM training and annual Dangerous Goods Awareness training for all employees that have contact with baggage.

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17.0 SPECIAL CONTRACT PROVISIONS

- 17.1 The following provisions shall be included in the Agreement.
 - 17.1.1 Equipment Condition at Expiration
 - 17.1.1.1 Prior to expiration of the contract, the Contractor shall repair any equipment not in first-class maintenance condition and perform scheduled PM work on all equipment up to the then current date in accordance with approved PM schedules.
 - 17.1.1.2 One year prior to the expiration of the Contract Term, the Contractor shall prepare and submit to the Director complete equipment listing of all baggage handling & aircraft support systems. Listing must include identification number, description, location, model/serial number, area served, condition, and age of equipment.

18.0 CONTRACTOR'S (SUCCESSOR) PHASE-IN

- 18.1 Contractor shall implement their approach and methodology for the Phase-In transition.
- 18.2 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-in services for up to thirty (30) days prior to contract expiration.
- 18.3 Contractor's Phase-In period begins upon receipt of a "Start Phase-in Notice" from the Director 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 responsibilities for operating or maintaining the equipment during the Phase-in period.
- 18.4 During the phase-in period, the Contractor shall have access to the facilities and areas covered by the Agreement, access to personnel, and allowed to observe all operations.
- 18.5 The incumbent Contractor will perform the duties and services listed in its contract during the successor Contractor's Phase-In period, and will be available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 18.6 During phase-in period the Contractor shall provide all required deliverables including but not limited to:
 - 18.6.1 Review and verify Equipment Lists within the first ten (10) Phase-In days.
 - 18.6.2 Arrange to have necessary supervisory, technical, and other personnel on site at the airports to observe the operation and maintenance of the baggage handling & aircraft support systems.
 - 18.6.3 Recruit and transfer personnel, train personnel, arrange for security badges.
 - 18.6.4 Establish management procedures, set up records, ensure adequate parts, tools and equipment in place for systems maintenance.
 - 18.6.5 Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
 - 18.6.6 Coordinate activities with Director and/or his designee.
 - 18.6.7 Final transition and training plan addressing the Contractor staffing strategies in determining the necessary staffing and supervision required for compliance with the specified services.
 - 18.6.8 Emergency phone numbers and verification of cell phones.
 - 18.6.9 Certification of all Contractor Personnel requirements and training.
 - 18.6.10 Reporting and approach plans.

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- 18.6.11 Inventory of supplies, materials, tools, equipment, etc., necessary to start.
- 18.6.12 Standard Operating Procedures (SOP).
- 18.6.13 Permits, licenses and certifications.
- 18.6.14 Security approval and access.
- 18.6.15 Subcontractor and Subcontractor agreements in place.
- 18.6.16 The Phase-in period will end at issuance of the official Notice to Proceed, at which time the Contractor shall assume full responsibility for the operation and maintenance of the baggage handling & aircraft support systems and equipment. The Contractor shall be prepared to perform fully all Work services upon receipt of Notice to Proceed Letter from the Director.
- 18.6.17 Within one month after the start date, the Contractor shall certify to the Director 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 Subcontractors, 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.

19.0 CONTRACTOR'S (INCUMBENT) PHASE-OUT

- 19.1 Six (6) months prior to 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 equipment to the Director.
- 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 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. Incumbent 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 interviews 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 The Contractor shall provide all required deliverables including, but not limited to:
 - 19.4.1 List of qualified employees working at the Airport.
 - 19.4.2 Reporting requirements.
 - 19.4.3 Inventory of supplies, materials, tools, and equipment.
 - 19.4.4 Current Standard Operating Procedures.
 - 19.4.5 Permits, licenses, and certifications.
 - 19.4.6 Deficiency status and list.

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- 19.4.7 Detailed transition plan.
- 19.5 Prior to the expiration of the Agreement, after selection of a successor contractor, the incumbent Contractor and the successor Contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the phase-out of the incumbent Contractor and the phase-in of the successor Contractor.
- 20.0 HAS-PROVIDED SERVICES / EQUIPMENT**
- 20.1 Utilities – HAS will furnish electricity, water, sewage and garbage hauling services. Any additional requirements shall be at Contractor's expense.
- 20.2 Mail Distribution - HAS will provide internal Department mail service.
- 20.3 Real Property Maintenance - HAS will provide normal maintenance and repair of real property facilities. The Contractor shall be responsible for interior housekeeping and janitorial maintenance for its offices. The Contractor shall be responsible for all damages to property caused by carelessness or neglect.
- 20.4 Computer Equipment (Dell Vostro V3460-3333SLV Laptop Computer)
- 21.0 REPLACEMENT PARTS**
- 21.1 \$6,500.00 Threshold - As a part of Basic Services, the Contractor shall provide all replacement parts that cost \$6,500.00 or less required for PM and CM for baggage handling systems and aircraft support systems equipment /appurtenances etc. Such cost will not take into account Contractor's labor or shipping cost, rather just the actual cost of the part which must be documented to the satisfaction of the Director.
- 21.2 The Contractor shall develop a spare parts inventory sufficient to maintain the highest levels of performance and Service. The Contractor furnished parts may include parts recommended by the OEM or selected on the basis of the Contractor's own past experience upon approval of the Director. If new OEM parts are available, replacement parts must be new OEM parts. Where new OEM parts are not available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer. In either case, parts must be equal or better in quality and performance than OEM parts and must be free from all defects. The Contractor shall continually restock its inventory to levels that will ensure compliance with performance requirements of this Agreement.
- 21.3 Disposal of Used Parts - As a part of Basic Services, the Contractor shall dispose of all worn/defective scrap parts and waste or hazardous materials resulting from the work under this Agreement. Handling, transport, and disposal of worn/defective scrap parts and waste or hazardous materials must be done in such a manner as to ensure the highest level of safety to the environment and to public health and in compliance with all applicable laws and governmental regulations. The Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport, and disposal of any hazardous materials, securing all licenses and permits required by law and ensuring that any disposal facilities to which any scrap, waste, or hazardous materials may be moved are in full compliance with federal, state, and local laws and regulations. Worn or defective parts must not be stored on Airport premises. The Contractor shall notify the Director when these parts are to be removed from HAS property.
- 21.4 Records - As a part of Basic Services, the Contractor shall provide a monthly report of all parts utilized including inventory balances by part number, in addition to the monthly reports the Contractor shall provide a daily report of all equipment out of service. A copy of this report will be submitted to the Director and/or his designee.
- 21.5 Parts Storage - The spare parts inventory is the responsibility of the Contractor. The Contractor shall have limited area to store equipment and supplies. Any additional storage space required must be provided by the Contractor off-site at its expense.
- 21.6 Storage Location

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- 21.6.1 **IAH**
- 21.6.1.1 Terminal A South (Ramp Level)
Baggage Make-up Area DLM 109
Office/ Storage 2,040 sq.ft.
- 21.6.1.2 Terminal A South (Ramp Level)
Baggage Make-up Area AS1.101
Storage 487 sq.ft.
- 21.6.1.3 Terminal D (Ramp Level)
Baggage Make-up Area 204.19.1
Storage 166 sq.ft.
- 21.6.1.4 Terminal D (Ramp Level)
Under D10 204.16
Office/Storage 667 sq.ft.

21.6.2 **HOU**

- 21.6.2.1 Cargo Bldg. 7900 Airport Blvd. 560 sq.ft.

22.0 TOOLS, INSTRUMENTS, AND EQUIPMENT

- 22.1 As a part of Basic Services, the Contractor shall provide all supplies, materials, equipment, instruments, and tools required for the work at Contractor's expense. Materials and equipment shall be of the type and quality used in large-scale airport operations and shall meet the requirements specified herein.
- 22.2 All Contractor-furnished tools, equipment and instruments must be removed by the Contractor at the termination or expiration of the Agreement.

23.0 MAINTENANCE/CONTROL OF FACILITIES - GENERAL

- 23.1 Physical Security - The Contractor shall safeguard all HAS property in its work area. The Contractor shall secure the facilities and equipment at the close of each work period.
- 23.2 Re-lamping - The Contractor shall replace all burned out lamps, ballasts, starters, and bulbs in HAS-owned facilities assigned for Contractor's use.
- 23.3 Key Control - The Contractor shall ensure keys issued by HAS are not lost, misplaced, or used by unauthorized persons. Keys issued by HAS shall not be duplicated. The Contractor shall be charged for replacement of locks or re-keying. The Contractor shall report occurrences of lost keys immediately to HAS.
- 23.4 Office Furniture and Equipment - The Contractor shall provide all office furniture and computer equipment.

24.0 RADIOS

- 24.1 HAS will provide the Contractor with 10 IAH and 4 HOU handheld radios with batteries and chargers for The Contractor's use on this contract. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon cancellation or termination of Agreement, The Contractor shall return all radios provided to HAS.
- 24.1.1 Contractor shall operate the radios within protocols established by HAS and the FAA.
- 24.1.2 The Contractor shall pay for the cost to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost or damaged beyond repair.
- 24.1.3 Upon termination of the Agreement, the radios remain the property of HAS.

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25.0 SECURITY AND BADGES

- 25.1 The Contractor shall comply with all applicable Federal rules governing security at the Airport, as there may be amendments from time to time.
- 25.2 All on-site personnel of Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. The Project Manager shall have additional training at HAS to approve badging requests for Contractor personnel.
- 25.3 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on Airport property. *The cost of badges, which is subject to change, is currently \$55.00 each at IAH/HOU.* Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. The Contractor personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is currently \$16.00.
- 25.4 Airport Customs Area Bond requires bond amount of \$1,000 times the number of employees currently badged by Custom & Border Patrol.
- 25.5 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.

26.0 SAFETY

- 26.1 The Contractor shall not require any person to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 26.2 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable, including but not limited to the following:
- 26.2.1 The Contractor's personnel shall wear applicable personal protection equipment at all times.
- 26.2.2 The Contractor's personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 26.2.3 The Contractor's personnel shall follow and apply safety practices prevailing in their applicable industry.
- 26.2.4 The Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Proposer should present a written Safety Program (including Sub-contractors' services) to Director for approval no later than 60 days after Notice to Proceed. This shall include Security Identification Display Area (SIDA) training for IAH, HOU, and EFD. Proposer shall post safety warnings on equipment as necessary to ensure safe operations. Proposer shall not operate, install, or test any equipment in an unsafe condition. Proposer shall properly operate and maintain all safety equipment associated with its services.
- 26.2.5 When the Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing services, the Contractor shall verbally notify Director. Contractor shall immediately make such notification upon detection of the condition. The Contractor shall detail conditions along with non-hazardous conditions and recommendations in its quarterly report.

27.0 MATERIAL SAFETY DATA SHEETS (MSDS)

- 27.1 The Contractor shall furnish to each Facility Superintendent all MSDS, (OSHA Form 174), for each product used in each facility. A Material Safety Data Sheet shall accompany each product shipment to the facilities.

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28.0 TRANSPORTATION AND PARKING (IAH) AND (HOU)

- 28.1 Contractor shall park its vehicles in areas designated by Director at its own cost. All information related to transportation activities of Contractor or its sub-contractors necessary to perform under the Agreement shall be provided by Contractor.
- 28.2 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 shall be placed on both sides of each vehicle and may be removable, e.g. magnetic.

29.0 INVOICING

- 29.1 The Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices shall be accompanied by support documents requested by the Director.
- 29.2 Each invoice submitted shall be in duplicate and each copy shall include required appendixes. The invoice shall 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

- 29.3 The Contractor shall provide separate monthly invoices for any completed work at each Airport.
- 29.4 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, and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.
- 29.5 Requirements are as follows:
- 29.5.1 Submit invoices in "TIFF" format
- 29.5.2 Submit to has.accountspayable@houstontx.gov
- 29.6 Invoices submitted for services performed as the result of change orders require copies of the applicable change order be attached to the original and each of the two (2) invoice copies.
- 29.7 Invoices submitted for services performed as the result of Other Work/Services require a copy of the Director's written request to be attached to the original and each of the two (2) invoice copies.

30.0 RECORDS AND REPORTS

- 30.1 As part of Basic Services, The Contractor shall develop and maintain daily logs, weekly, monthly, and annual reports for maintenance of baggage handling & aircraft support systems and hardstand operations. The logs shall provide a record of all pertinent operating data and maintenance performed. The Contractor's record keeping system is subject to approval by the Director, and all records required may be inspected by the Director or designee at any time during normal business hours. The Contractor shall provide all maintenance records and history on CDs to the Director and/or his designee at both airports. Upon expiration or termination of the Agreement, all manual and automated records (including software data) produced and maintained on file become the property of HAS; Contractor shall submit all maintenance records to the Director and/or his designee at both airports, on electronic media; the Contractor may retain all original employee and accounting files, but shall furnish a copy of the accounting files to the Director and/or his designee at both airports.

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- 30.2 Reports shall be signed by the Project Manager. Such signature is certification that all reports and information are truthful and accurate. Falsification of any records is grounds for termination of the Agreement.
- 30.3 The Contractor's Logs provided to the Director shall document all pertinent operating data and maintenance performed by Contractor or its sub-Contractors under the Agreement. Contractor shall describe any event or condition not readily discernible from recorded data in a "Remarks" section.
- 30.4 The Contractor shall develop and maintain on site records, including but not limited to, Agreement documents, inventory records, accounting and procurement records, system documents and manuals and any other documents necessary to meet reporting requirements or requests by the Director.
- 30.5 Daily Records and Reports
- 30.5.1 The Contractor shall develop and maintain an automated Daily Work Log and Daily Work Log Summary to record events of maintenance of baggage handling systems, maintenance of aircraft support systems, and hardstand operations. The Daily Work Log shall record all pertinent daily operating and maintenance data, including but not limited to date, time, service performed, status or results, and person who performed service or inspection. Relevant events or conditions not readily discernible from the recorded data shall be described in a "Remarks" section. The Daily Work Log and Summary shall be in a format acceptable to HAS. The Contractor shall provide a daily log of parts/materials used.
- 30.6 Monthly Records and Reports
- 30.6.1 The Contractor shall provide a monthly Maintenance report. The report shall provide essentially the following information in a format acceptable to HAS. The Monthly Maintenance Report shall include, but is not limited to:
- 30.6.2.1 A summary of daily log information
- 30.6.2.2 Status of systems and equipment
- 30.6.2.3 Parts utilization by unit
- 30.6.2.4 An overall summary of maintenance work performed
- 30.6.2.5 The results of inspections and tests conducted.
- 30.6.2.6 List of equipment breakdowns and repair time
- 30.6.2 Monthly maintenance reports shall be submitted to the Director by the fifteenth (15th) day following the reported month. Maintenance reports are to be submitted on disk (CD), with one hard copy delivered to the Director and/or his designee at both airports.
- 30.7 Other Reports
- 30.7.1 Daily Work Log – The Contractor shall submit a daily work log depicting the work completed or performed for each day, including the daily equipment in service report Work log summaries shall also be included in monthly reports.
- 30.7.2 Parts/Materials Usage – The Contractor shall submit daily reports depicting parts/materials usage each day. The Contractor shall also submit a monthly Parts/Materials Usage report indicating current materials, stock levels, and required restocking over the past month.
- 30.7.3 Load Bank Test – A Load Bank Test shall be performed on 400 Hz and 28.5 VDC Power System at each gate every 6 months.
- 30.7.4 Employee Roster Report - The Contractor shall maintain a weekly record of employee attendance records by date, title, attendance etc. and submit to HAS every two weeks.

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- 30.7.5 Hazardous Chemical Records - The Contractor of any discipline providing services to the HAS shall provide a completed Material Safety Data Sheet (MSDS) as required by applicable laws for each and every hazardous chemical as used in performance of the work or stored on City property.
- 30.7.6 Any material declared as hazardous by the Texas Department of Health, Austin, requires an MSDS. That Department also will provide standard MSDS forms upon request.
- 30.7.7 The Contractor's Project Manager shall maintain the completed forms. All hazardous chemical records shall be made available to the Director for periodic review.
- 30.8 Warranty Report
- 30.8.1 As part of Basic Services throughout the Contract Term, the Contractor shall administer warranties on systems and equipment as may be applicable from time to time. The Contractor shall maintain warranty records and submit documentation and follow-up procedures on all warranty work. Contractor shall enforce all warranties on behalf of HAS. Contractor shall provide service regardless of whether equipment is wholly or partially under warranty. Warranty data shall be maintained in a format acceptable to the Director and current data shall be available for inspection by the Director at his/her discretion.

31.0 COORDINATE PERFORMANCE

- 31.1 HAS Contact – The Contractor shall coordinate its performance with such person(s) as the Director or the Director's designee(s) in writing. The Director's shall keep said person(s) currently advised of developments relating to the performance of the scope of work within the Contract, and The Contractor shall at all appropriate times advise and consult with the Director or the Director's designee(s) as determined by the Director.
- 31.2 Pre-Performance Conference - Prior to commencing performance under this Agreement, the Contractor shall attend a pre-performance conference with the Director and other representatives of HAS. The Director 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 project, 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 may, in his sole discretion, further designate other representatives of the Contractor who shall 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:
- 31.2.1 Phase-in and Start-up schedules
- 31.2.2 Contract administration
- 31.2.3 Facilities utilization
- 31.2.4 Channels of communication
- 31.2.5 Review of key personnel resumes and certifications
- 31.2.6 Organization and function charts reflecting the line of management authority
- 31.2.7 Procedures to be used to ensure Agreement requirements are met (Quality Control Program)
- 31.3 Coordination Meetings - Throughout the Agreement Term and any extensions hereto, the Contractor shall meet with the Director to identify and resolve performance issues. Meetings will be scheduled on a monthly basis or as determined by the Director. Notice of any such meeting may be given by the Director to the Contractor either orally or in writing and will designate the time, date, location, the Contractor attendees, and general purpose. The 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 issue copies of the minutes to all attendees within four business days of each meeting.

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32.0 OTHER WORK/SERVICES (IAH) AND (HOU)

32.1 General

32.1.1 Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the Agreement. The Contractor shall perform Other Work/Services in accordance with all provisions of the Agreement plus any special provisions issued with authorization for work. With the exception of Emergency Service Requests or Urgent Service Requests, where a request may be verbal and followed immediately in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. The Contractor shall perform Other Work/Services to the same standards identified for Basic Services.

32.2 Performing Other Work/Services

32.2.1 Other Work/Services shall be performed in accordance with all provisions of the Agreement and any special provisions issued with the Other Service/Request (OSR).

32.2.1.1 Before issuing an OSR, the Director will first issue a written notice to the Contractor detailing the specific OSR to be performed by the Contractor.

32.2.1.2 In response to any such written notice, the Contractor shall provide the Director with a written Proposal within three (3) business days of receipt of OSR. The Contractor shall 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.

32.2.1.3 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by Director. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, Director may or may not allow the extension. Director's decision is final.

32.2.1.4 Upon receipt of the Contractor's Proposal, the Director has the option to reject the Contractor's Proposal, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's Proposal and require resubmission, the Contractor shall resubmit a modified Proposal within three (3) business days of the rejection.

32.2.1.5 Upon approval by Director of the modified Proposal, an OSR will be issued. The Contractor shall commence work as stated in the OSR. The Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement and the approved OSR.

32.2.1.6 The Contractor's labor cost shall not exceed the rate stated in the Pricing Agreement. The Contractor's labor cost stated in the pricing Agreement only applies to the Contractor employees who are "**not**" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.

32.2.1.7 Prices for equipment, parts, supplies, and sub-contracted work, which may be required for authorized Other/Work Services, shall be the Proposer's actual cost plus percent (%) mark-up proposed on the "Price Sheet" (*Mark-up excludes Freight and Travel*). Copies of invoices from the Proposer's suppliers for these items must be submitted with Proposer's invoices at the time of submittal to the City for payment. 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 HAS.

32.2.1.8 If the OSR work is over \$3,000.00, the Proposer 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. Proposer shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the work. Any bids/estimates obtained from vendors/suppliers affiliated with the Proposer shall have written approval from the Director. Proposer shall be compensated at "Bid Cost" plus percent (%) mark-up proposed on the Price Sheet/Fee Schedule.

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- 32.2.1.9 The Contractor shall utilize HAS parts first as listed in Appendix "VI" – Replacement Parts. Parts taken out from inventory shall be replaced. Refer to Section 21.0.
- 32.2.1.10 When Other Work/Services have been completed, a copy of the approved OSR shall accompany the monthly invoice.
- 32.2.1.11 While performing work on any OSR, if hidden damage or additional cost is discovered, the Contractor shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR shall be submitted.
- 32.2.1.12 The Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 32.2.1.13 In the case of emergency service, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.
- 32.2.1.14 If it is determined this Scope of Work should be covered under Basic Services, any amount paid to the Contractor under Other/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.
- 32.2.1.15 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.
- 32.3 Other Work Services may include but are not limited to the following categories:
 - 32.3.1 Replacement parts whose unit cost exceeds the established threshold of \$6,500 as described in Section 21.1.
 - 32.3.2 Systems and equipment upgrades and modifications
 - 32.3.3 Power washing (paint prep) and painting PLB exterior
 - 32.3.4 Replace carpeting
 - 32.3.5 Bridge relocation
 - 32.3.6 Third party damages
 - 32.3.7 System and equipment damages caused by force majeure
 - 32.3.8 Sub-contract to HAS-approved MMS software provider per Section 14.0, page 30 and Appendix "IV," page 65, and no mark-up shall be applied.

NOTE: WORK INCLUDED IN OEM NORMAL ROUTINE MAINTENANCE IS EXCLUDED FROM THE ABOVE LIST.

33.0 WARRANTIES

- 33.1 Contractor 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. Proposer shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 33.2 With respect to any parts, instruments, equipment, and goods it furnishes, Contractor warrants:
 - 33.2.1 that all items are free of defects in title, design, material, and workmanship,

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- 33.2.2 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.
- 33.2.3 that each 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 item was new).
- 33.2.4 that no items or their use infringe upon any patent, copyright, or other proprietary rights. In the event Proposer becomes aware of such an infringement, Proposer shall replace the items that are the subject of the infringement with non-infringing items in a timely manner; and
- 33.2.5 that for one year from the date of any installation ("Warranty Period"), Proposer shall provide all parts, instruments, equipment, and goods required to complete all Preventive and Remedial Maintenance required under the Agreement at no cost to the City. This warranty is in addition to Proposer's obligation to provide Basic Services under the Agreement. When the manufacturer's warranty period for any parts, instruments, equipment, and goods is greater than 1 year, the longer period prevails.
- 33.2.6 As part of Basic Services, Proposer shall manage and enforce on the City's behalf all manufacturer warranties issued before the Effective Date of this Agreement, during the Term of the Agreement, and any extensions. Proposer shall not be entitled to any additional compensation for the management and enforcement of these manufacturer warranties. If Proposer does not exhaust all remedies, including litigation, against a manufacturer who fails to honor all or a part of a warranty, it shall not receive additional compensation from the City for the labor and material costs it incurs to repair or replace the item that otherwise would have been under warranty.

APPENDIX "I"
BAGGAGE HANDLING SYSTEM DESCRIPTION

APPENDIX "I"
BAGGAGE HANDLING SYSTEM DESCRIPTION

1.0 Baggage Handling Systems

1.1 Baggage Handling Current Systems The existing Baggage Handling System(s) located at IAH Terminals A and D are each divided into, In-line EDS Outbound Conveyor Systems, which handles baggage for departing flights, and an Inbound Conveyor Systems, which handles baggage for arriving flights. The existing Baggage Handling System(s) located at HOU are each made up of an Inbound Claim Device System and a Baggage Information Display System which together handle baggage for arriving flights. System details are provided below.

AREA	EQUIPMENT	TOTAL CURRENT LINEAR FOOTAGE AT IAH	21,059.3
		LF	LF PER SYSTEM
IAH TERMINAL D OUTBOUND CONVEYOR SYSTEMS	EAST In-line EDS BAGGAGE SCREENING SYSTEM	TC-1, TC-2, TC-3, 4 associated In-line EDS System and 4 MK-UP Carousels MU1, MU2, MU3 and MU4	3,880
	WEST In-line EDS BAGGAGE SCREENING SYSTEM	TC-4a, TC-4b, TC4-c, 2 associated In-line EDS System and 1 MK-UP carousel MU-R1	701
	OUTBOUND ODD SIZE CONVEYOR LINE OO1	OO1-1 THROUGH OO1-3	141
			4,722

IAH TERMINAL D INBOUND CONVEYOR SYSTEMS	INBOUND CONVEYOR LINE No. 6 C6 AND CLAIM DEVICE CLM-6	C6-1 THROUGH C6-19 AND CLAIM DEVICE CLM-6	753.5	753.5

FEDERAL INSPECTION STATION FIS CUSTOMS CHECK-IN	CUSTOMS CHECK-IN SOUTHSIDE	8 BLTS 20LF EACH	160	351.0
	AGRICULTURAL CHECK IN NORTHSIDE	4 BELTS 20LF EACH	80	
	2 TSA XRAY WITH MOTORIZED CONVEYORS AND 2 MANUAL CONVEYOR NORTHSIDE	2 MOTORIZED CONVEYORS 20 LF EACH AND 2 MANUAL CONVEYOR S 17 LF EACH	74	
	1 TSA XRAY WITH MOTORIZED CONVEYOR AND 1 MANUAL CONVEYOR SOUTHSIDE	1 MOTORIZED CONVEYORS 20 LF EACH AND 1 MANUAL CONVEYOR S 17 LF EACH	37	

FEDERAL				1,011.0
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APPENDIX "J"
BAGGAGE HANDLING SYSTEM DESCRIPTION

INSPECTION STATION (FIS) FOREIGN FLAG RECHECKED BAGGAGE SYSTEM	PICKUP DEVICE IN BAGGAGE ROOM	FLAT BED CAROUSEL	131	
	CONNECTING CONVEYOR	RX1-1 THROUGH RX1-25	670	
	ODD SIZE BAGGAGE CONVEYOR	OS1-1 THROUGH OS1-8	210	
FEDERAL INSPECTION STATION (FIS) IN BOUND BAGGAGE SYSTEMS	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB1-01 THROUGH IB1-03 CLAIM 1	383	5,136.00
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB2-01 THROUGH IB2-03 CLAIM 2	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB3-01 THROUGH IB3-03 CLAIM 3	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB4-01 THROUGH IB4-03 CLAIM 4	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB5-01 THROUGH IB5-03 CLAIM 5	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB6-01 THROUGH IB6-03 CLAIM 6	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB7-01 THROUGH IB7-03 CLAIM 7	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB8-01 THROUGH IB8-03 CLAIM 8	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB9-01 THROUGH IB9-03 CLAIM 9	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB10-01 THROUGH IB10-03 CLAIM 10	383	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB11-10 THROUGH IB11-12 CLAIM 11	343	
	DROP OFF DEVICE AND ASSOCIATED CLAIM DEVICE	IB12-01 THROUGH IB12-03 CLAIM 12	343	
	CONNECTING CONVEYOR (CONNECTS WITH CLAIM 11)	IB11-01 THROUGH IB11-09	620	
FEDERAL INSPECTION STATION (FIS) TSA RX LINE	RX LINE BYPASS -01 THRU -05 CONVEYOR SYSTEM	CB5-01 THROUGH CB5-03	28	248.0
	ROLLER CONVEYOR SYSTEM BEFORE L-3 MACHINE		5	
	ROLLER CONVEYOR SYSTEM AFTER L-3 MACHINE		40	

APPENDIX "I"
BAGGAGE HANDLING SYSTEM DESCRIPTION

	RECHECK DEVERTER-RX LINE	SB5-01A, SB5-01B, SB5-01C	18
	RECHECK DEVERTER-RX LINE	SB5-02 THROUGH SB5-08	100
	RX LINE BYPASS-1THRU -10 CONVEYOR SYSTEM	SB6-01 THROUGH SB6-7	57

IAH TERMINAL A NORTH OUTBOUND BAGGAGE SYSTEM	OUT BOUND OVER SIZE CONVEYOR	002-1 THROUGH 002-12	373
	OUTBOUND CONVEYOR AND ASSOCIATED MAKE UP DEVICE	OB4-4 THROUGH OB4-24 & MK4	600
	OUTBOUND CONVEYOR AND ASSOCIATED MAKE UP DEVICE	OB5-4 THROUGH OB5-27 & MK5	767
			1,740.00

IAH TERMINAL A NORTH INBOUND BAGGAGE SYSTEM	INBOUND CONVEYOR LINE No. 4 AND CLAIM DEVICE CL4	IB4-1 THROUGH IB4-17 & CL4	572
	INBOUND CONVEYOR LINE No. 5A (USES CLAIM DEVICE CL5)	IB5A-1 THROUGH IB5A-20 & CL5	428
	INBOUND CONVEYOR LINE No. 5B (USES CLAIM DEVICE CL5)	IB5B-1 THROUGH IB5B-37 & CL5	371
	CLAIM DEVICE CL5	CL5	203
	INBOUND CONVEYOR LINE No. 6 AND CLAIM DEVICE	IB6-1 THROUGH IB6-19 & CL6	595
			2,169.00

IAH TERMINAL A SOUTH OUTBOUND BAGGAGE SYSTEM	TICKET COUNTER CONVEYER LINE OB1 & ASSOCIATED MAKE UP DEVICE	OB1-4 THROUGH OB1-24 & MK-1	583.8
	TICKET COUNTER CONVEYER LINE OB2 & ASSOCIATED MAKE UP DEVICE	OB2-4 THROUGH OB2-28 & MK-2	746.1
	OVERSIZE CONVEYOR 001	001-1 THROUGH 001-12	364.4
			2,050.20

APPENDIX "I"
BAGGAGE HANDLING SYSTEM DESCRIPTION

IAH TERMINAL A SOUTH INBOUND BAGGAGE SYSTEM	INBOUND CONVEYOR LINE No. IB1 & ASSOCIATED CLAIM DEVICE CL-1	IB1-1 THROUGH IB1-17 & CL-1	554.6	2098.6
	INBOUND CONVEYOR LINE No. IB2A (USES CLAIM DEVICE CL-2)	IB2A-1 THROUGH IB2A--20	360	
	INBOUND CONVEYOR LINE No. IB2B (USES CLAIM DEVICE CL-2)	IB2B-1 THROUGH IB2B-37	406	
	CLAIM DEVICE CL-2	CL-2	202.5	
	INBOUND CONVEYOR LINE No. IB3	IB3-1 THROUGH IB3-21	442	
	CLAIM DEVICE CL-3	CL-3	133.5	

IAH TERMINAL A TICKET COUNTER-3 INCLUDES TSA BAGGAGE CONVEYOR	IN-LINE EDS BAGGAGE SYSTEM LINE TC4 CONNECTED TO OB2-4	TC3-01 THROUGH CL3-01 CONNECTED TO OB2-4	192	780.00
	IN-LINE EDS BAGGAGE SYSTEM LINE TC1 CONNECTED TO OB5-4	TC1-01 THROUGH CL1-01 CONNECTED TO OB5-4	202	
	IN-LINE EDS BAGGAGE SYSTEM LINE TC2 CONNECTED TO OB4-4	TC2-01 THROUGH CL2-01 CONNECTED TO OB4-4	192	

APPENDIX "J"
BAGGAGE HANDLING SYSTEM DESCRIPTION

IAH TERMINAL A TICKET COUNTER-4 AND TSA BAGGAGE CONVEYOR	IN-LINE EDS BAGGAGE SYSTEM LINE T C4 CONNECTED TO OB1-4	TC4-01 THROUGH CL4-01 CONNECTED TO OB1-4	194	
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		TOTAL CURRENT LINEAR FOOTAGE AT HOU		1829
AREA	EQUIPMENT	SYSTEM DESIGNATION	LF	
HOU MAIN TERMINAL INBOUND BAGGAGE SYSTEM	CLAIM DEVICE CL-1	BC-01	333	
	CLAIM DEVICE CL-2	BC-02	182	
	CLAIM DEVICE CL-3	BC-03	172	
	CLAIM DEVICE CL-4	BC-04	183	
HOU MAIN TERMINAL OUTBOUND BAGGAGE SYSTEM	TICKET COUNTER DELTA /JET BLUE	TC-02	172	
	TICKET COUNTER AMERICAN	TC-01	103	
	CURB SIDE AMERICAN	CS-01	6	
	CURB SIDE DELTA /JET BLUE	CS-02	6	
	MAIN LINE	ML1	230	
	CLEARED LINE	CLM1	108	
	MAKE UP CAROUSEL	MU1	177	
	OVERSIZE	OS1	157	

APPENDIX "I"
BAGGAGE HANDLING SYSTEM DESCRIPTION

1.2 Electrical Systems

Lines are powered by electric motors acting through gear speed reducers (gear boxes) that are either base-mounted or shaft-mounted to selected conveyor bed pulleys.

1.3 Operator and Conveyor Line Controls

Each line is furnished with electrical controls at all operator and maintenance stations. Controls (motor, switches, starter, relays, etc.) are mounted to control panels that are housed inside control cabinets (Motor Control Panels - MCP's).

1.4 System Control

Overall system control at IAH is accomplished by means of redundant Programmable Logic Controllers (PLC).

1.5 Motor Control Panels (MCP)

MCP's for the systems are designed to furnish control functions as necessary to supply a complete and operational system. Supply voltage to each MCP is 480 VAC, 3 PH, 60 Hz and is connected to each MCP through the power disconnect in each cabinet.

1.5.1 Components mounted in each cabinet include interface modules, Input/output (I/O) modules, relays, motor starters, transformers, power supplies, fuse blocks, and necessary electrical hardware for efficient operation of the conveyor line and the associated make-up (claim) devices.

1.6 Photocells

1.6.1 The photocells are utilized to perform the following:

1.6.1.1 Reset the PLC run timing function during baggage loading operations.

1.6.1.2 Detect bag jams on conveyor lines during normal operation; activate an audible alarm; and initiate shutdown of a jammed conveyor and adjacent downstream conveyors if a jam occurs.

1.6.1.3 Index bags onto conveyors at merge points.

1.6.1.4 Initiate shutdown of an associated conveyor line upon conclusion of baggage loading operations.

1.6.1.5 Detect over height bags downstream of conveyor line load belts.

1.7 Motor Overload Controls

1.7.1 The systems are equipped with motor overload controls. If any motor overloads an audible fault alarm will sound, an overload indication will be displayed on the associated MCP Status Panel, the affected motor will stop, and the remaining upstream conveyors in the conveyor line will shut down in a cascade fashion. The overload indication on the MCP status panel will remain until the overload condition is corrected and the overload relay is reset.

1.8 Miscellaneous Equipment

1.8.1 Motors and Reducers

1.8.1.1 IAH Terminal A

APPENDIX "I"
BAGGAGE HANDLING SYSTEM DESCRIPTION

1.8.1.1.1 Electric motors, primarily Baldor brand (213TC, 184TC, 143T, 145T, 182T and 184T) range from 1.5 HP to 7.5 HP. Reducers, the majority of them by Grove, vary in size from HMQ 1206 to HMQ 1425. In addition, there are a few units by Sumitomo (143T, 145T, and 182T). Also, the listings for Clutch/Brakes Warner (UM180 and UM210).

1.8.1.2 IAH Terminal D

1.8.1.2.1 Electric motors, primarily SEW Eurodrive brand, range from 1 HP to 7.5 HP. Reducers, the majority of them by Dodge, vary in size from TXT 109 to TXT 425. In addition, there are a few units by Morse 203 and Ohio 145-40B.

1.8.1.3 HOU Main Terminal Baggage Claim Area

1.8.1.3.1 Electric motors, Baldor brand M3615T 5.0 HP. Reducers, Flender brand FDF61A5 35.34:1 flange mount.

1.9 Security Doors are installed where the conveyor lines pass through the terminal walls, open automatically before start-up of each associated conveyor line and close automatically upon the conclusion of baggage transport activities. Draft flaps are used to prevent excessive drafts through wall openings when the security doors are open.

1.10 Catwalks and ladders are used to gain access to conveyors not readily accessible from floor level at IAH.

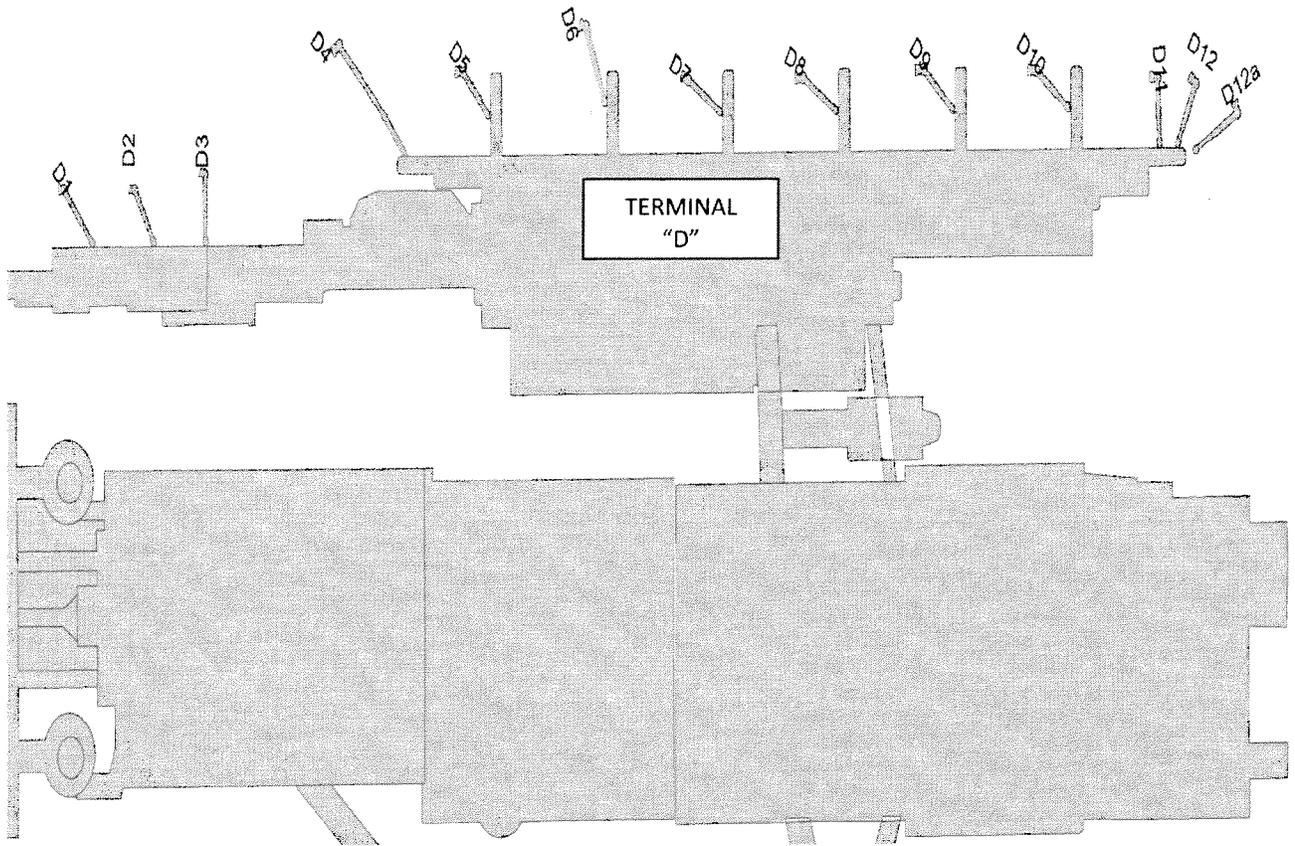
1.11 Planned Additional Systems

1.11.1 HAS anticipates that during the term of Agreement, additional baggage handling equipment or systems may be included in the scope of work of the Agreement by means of an Inclusion Notice. Any part of a baggage handling system which has been added, upgraded, or modified will be covered under the terms and provisions of the Agreement and will be maintained under the scope of work of Basic Services. Fees paid for additional systems shall be at the rates set forth in the Fee Schedule, or for work for which no special rates are specified, at a rate agreed to by the parties.

APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

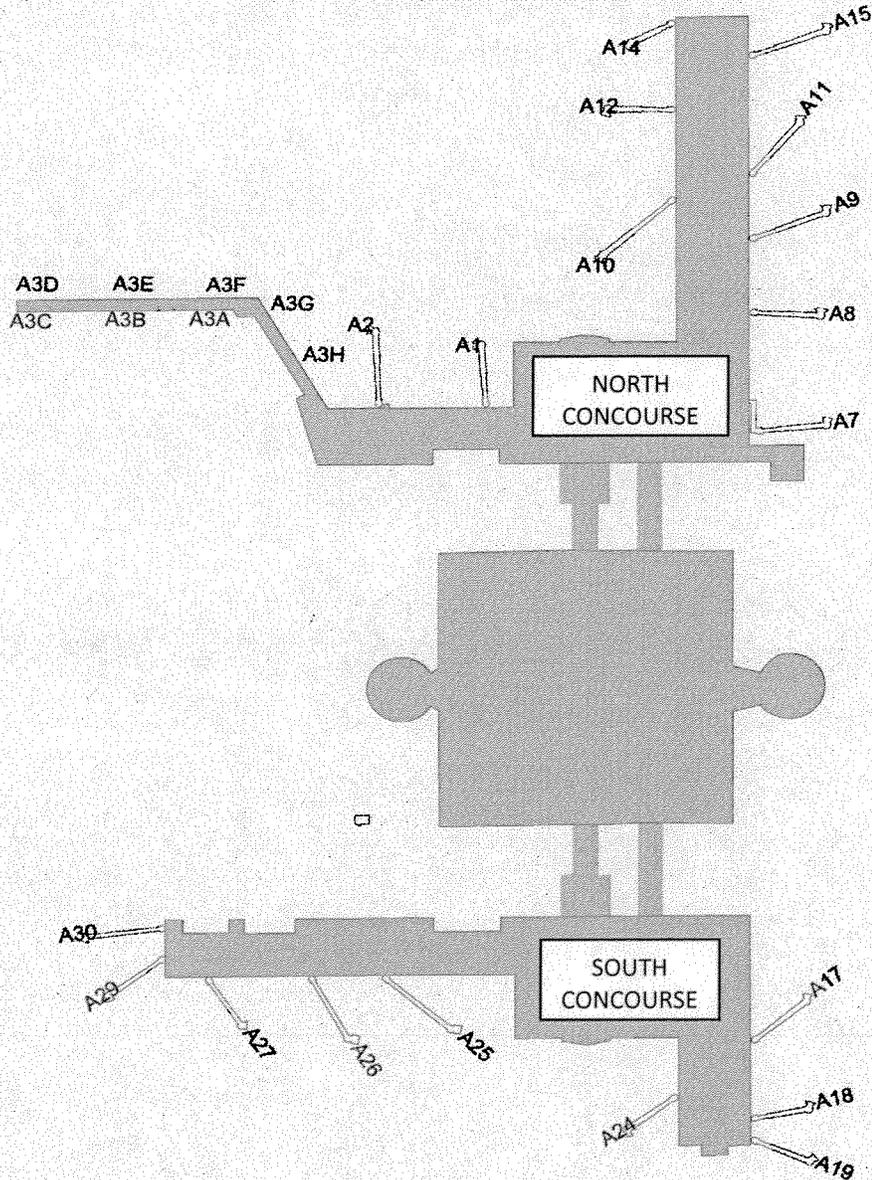
APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

TERMINAL "D" GATE LOCATIONS
ALL GATES COVERED UNDER AIRCRAFT SUPPORT SYSTEMS MAINTENANCE CONTRACT

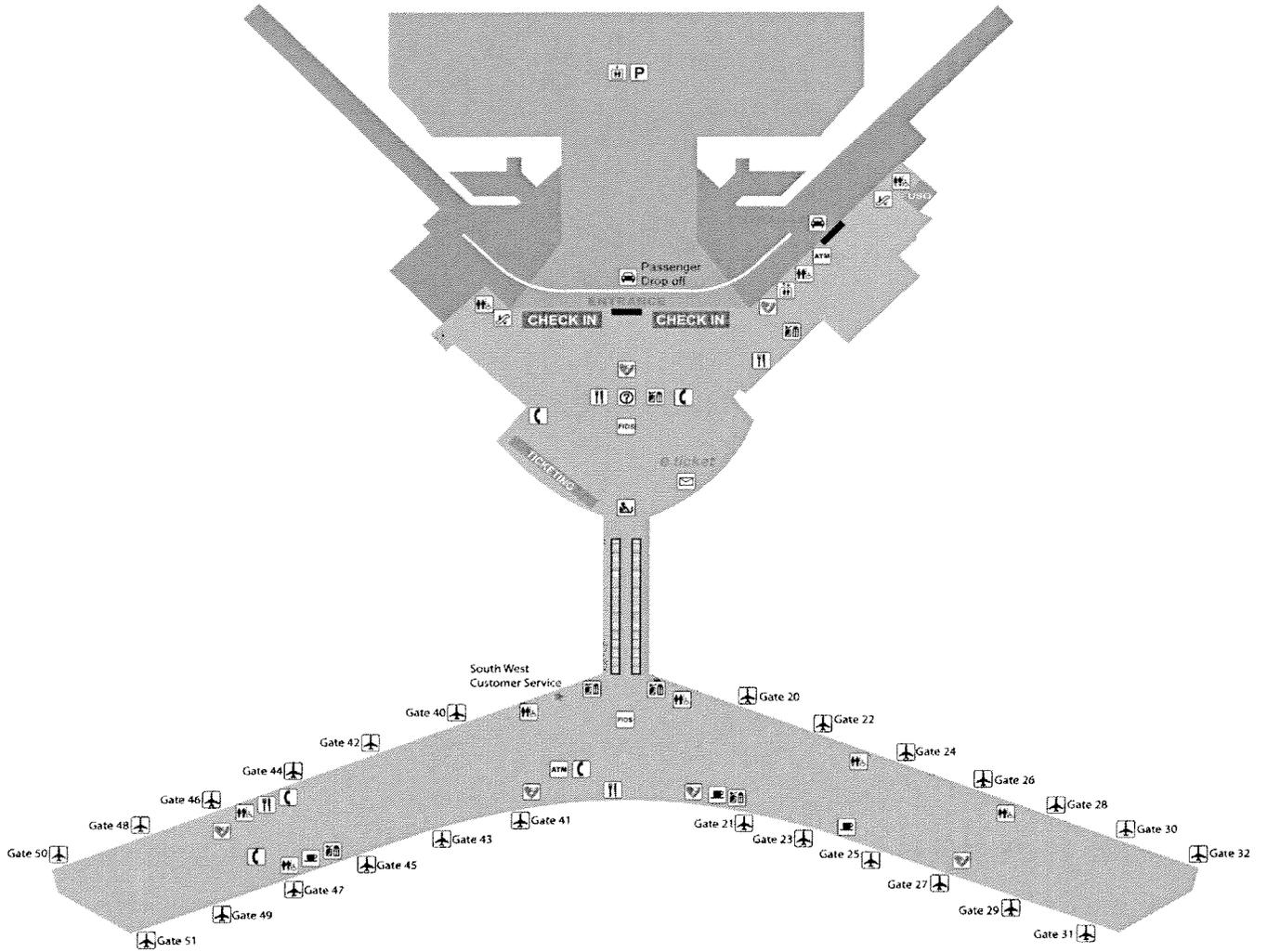


APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

TERMINAL "A" GATE LOCATIONS
ALL GATES COVERED UNDER AIRCRAFT SUPPORT SYSTEMS MAINTENANCE CONTRACT



APPENDIX "II" AIRCRAFT SUPPORT SYSTEM DESCRIPTION



APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

GATE NO.	TERM	CURRENT TENANT	MFG	INCLUSION DATE	INCLUSION NUMBER	UNDER WARRANTY THIS CONTRACT	WARRANTY END DATE	REMARKS
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IAH - TERMINAL A NORTH COUNCOURSE

1	A-1	AN	UNITED	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38961
2	A-2	AN	UNITED	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38962
3	A-7	AN	UNITED	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38959
4	A-8	AN	UNITED	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38960
5	A-9	AN	AIR CANADA	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38963
6	A-10	AN	DELTA	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38973
7	A-11	AN	AIR CANADA	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38971
8	A-12	AN	DELTA	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38964
9	A-14	AN	DELTA	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38966
10	A-15	AN	DELTA	JETWAY		OOW	OOW	MODEL-AD3-60/19-125R SN38965

IAH - TERMINAL A SOUTH COUNCOURSE

11	A-17	AS	US AIRWAYS	JETWAY		OOW	OOW	MODEL-A3-58/110-125R SN38244
12	A-18	AS	US AIRWAYS	JETWAY		OOW	OOW	MODEL-A3-58/110-125R SN38243
13	A-19	AS	US AIRWAYS	JETWAY		OOW	OOW	MODEL-A3-58/110-125R SN38242
14	A-24	AS	US AIRWAYS	JETWAY		OOW	OOW	MODEL-A3-58/110-125R SN38241
15	A-25	AS	SPIRIT	THYSSEN		OOW	OOW	MODEL-41/24-2R SN757
16	A-26	AS	COMMON USE	THYSSEN		OOW	OOW	MODEL-35/21-2R SN757
17	A-27	AS	AMERICAN	THYSSEN		OOW	OOW	MODEL-35/21-2R SN758
18	A-29	AS	AMERICAN	THYSSEN		OOW	OOW	MODEL-35/21-2R SN760
19	A-30	AS	FRONTIER	THYSSEN		OOW	OOW	MODEL-35/21-2R SN761

APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

GATE NO.	TERM	CURRENT TENANT	MFG	INCLUSION DATE	INCLUSION NUMBER	UNDER WARRANTY THIS CONTRACT	WARRANTY END DATE	REMARKS
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IAH - TERMINAL D

20	D-1	D	CONTINENTAL	THYSSEN		OOW	OOW	MODEL TB35/21.0-2 SN05027 TB352775
21	D-2	D	CONTINENTAL	THYSSEN		OOW	OOW	MODEL TB35/21.0-2 SN05027 TB352773
22	D-3	D	CONTINENTAL	THYSSEN		OOW	OOW	MODEL TB35/31.0-2 SN05027 TB352775
23	D-4	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
24	D-5	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
25	D-6	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
26	D-7	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
27	D-8	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
28	D-9	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
29	D-10	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
30	D-11	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
31	D-12	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3
32	D-12A	D	INTERNATIONAL	ThyssenKrupp		OOW	OOW	MODEL TB43/20.5-3

APPENDIX "J"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

WILLIAM P. HOBBY AIRPORT (HOU)

	GATE NO.	CONCOURSE	CURRENT TENANT	MFG	INCLUSION DATE	INCLUSION NUMBER	UNDER WARRANTY THIS CONTRACT	WARRANTY END DATE	REMARKS
1	28	Central	AMER EAGLE	THYSSEN STERNS			PROJ 417F	N/A	
2	29	Central	City Spare	THYSSEN STERNS			PROJ 417F	N/A	
3	30	Central	JET BLUE	THYSSEN STERNS			PROJ 417F	N/A	
4	31	Central	DELTA	THYSSEN STERNS			PROJ 417F	N/A	
5	32	Central	DELTA	THYSSEN STERNS			PROJ 417F	N/A	
6	20	Central	Southwest	FMC JetWay				N/A	
7	21	Central	Southwest	FMC JetWay				N/A	
8	22	Central	Southwest	FMC JetWay				N/A	
9	23	Central	Southwest	FMC JetWay				N/A	
10	24	Central	Southwest	FMC JetWay				N/A	
11	25	Central	Southwest	FMC JetWay				N/A	
12	26	Central	City Spare	FMC JetWay				N/A	
13	27	Central	Southwest	FMC JetWay				N/A	
14	40	Central	Southwest	FMC JetWay				N/A	
15	41	Central	Southwest	FMC JetWay				N/A	

APPENDIX "JJ"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

	GATE NO.	CONCOURSE	CURRENT TENANT	MFG	INCLUSION DATE	INCLUSION NUMBER	UNDER WARRANTY THIS CONTRACT	WARRANTY END DATE
16	42	Central	Southwest	FMC JetWay				N/A
17	43	Central	Southwest	FMC JetWay				N/A
18	44	Central	Southwest	FMC JetWay				N/A
19	45	Central	Southwest	FMC JetWay				N/A
20	46	Central	Southwest	FMC JetWay				N/A
21	47	Central	Southwest	FMC JetWay				N/A
22	48	Central	Southwest	FMC JetWay				N/A
23	49	Central	Southwest	FMC JetWay				N/A
24	50	Central	Southwest	FMC JetWay				N/A
25	51	Central	Southwest	FMC JetWay				N/A

APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

2.0 Airport Terminal Gate System(s)

2.1 Current Systems - The existing Airport Terminal Gate System(s) located at IAH Terminals A and D include Passenger Boarding Bridges, 400Hz Power Systems, 28.5 VDC Power Systems, Preconditioned Air Units, Potable Water Equipment, Roof mounted AC Units, and other auxiliary equipment. Terminal Gate Systems at Terminal D also include Aircraft Guidance Systems.

2.2 IAH - Terminal A - Gates are inclusive of all related parts, systems, and accessories. Maintenance items on Gates include, but are not limited to, mechanical, electrical, and electronic systems, engines, motors, pumps, compressors, fans, belts, cables, computers, instrumentation, controls, alarms, indicator lights, tires, suspension, steering devices, drive mechanisms, bearings, seals, rollers, and doors. Electrical service includes power circuit breakers, power and instrument transformers, surge protection devices, relays, and secondary breakers serving motor controls up to but excluding main disconnects in primary switchboards serving motor controls and starters. System details are provided below.

2.2.1 Gates A17, A18, A19, and A24 identified above include the following equipment:

- 2.2.1.1 Self-contained PCA Unit JetAir Model XPC-6000-112-1-3-40
- 2.2.1.2 400Hz power is supplied by self-contained units by FMC J-90-115-B1-001 (one each per gate)
- 2.2.1.3 Fire Extinguisher, 10 lb.
- 2.2.1.4 400Hz Interlock
- 2.2.1.5 400Hz, Pre-Conditioned Air, Potable Water Indicator Lights
- 2.2.1.6 737 Bumper Cutout
- 2.2.1.7 1500 CFM Exhaust Fan
- 2.2.1.8 A-300 Closure Modification
- 2.2.1.9 Articulating Cab Floor
- 2.2.1.10 Bridge, 400 Hz and Pre-conditioned Air Monitoring and Cable
- 2.2.1.11 Bumper Limit Switches
- 2.2.1.12 Swinging Cap Doors
- 2.2.1.13 Dual Plug Modular Telephone Outlet
- 2.2.1.14 "A" Frame
- 2.2.1.15 Emergency Lights
- 2.2.1.16 Fire Alarm Pull Box
- 2.2.1.17 Heated Potable Water Cabinet
- 2.2.1.18 Hurricane Tie Downs
- 2.2.1.19 Lightning Ground Stud
- 2.2.1.20 Maintenance Ladder with Cage
- 2.2.1.21 Roof Handrail
- 2.2.1.22 Smoke Detection Device (two each per gate)
- 2.2.1.23 Triangular Gate Identification Sign, Illuminated style
- 2.2.1.24 Gates A1, A2, A7, A8 include Bumper Extensions

2.2.2 Gates A1, A2, A7, A8, A9, A10, A11, A12, A14 and A15 identified above include the equipment listed above with the exception of the following:

- 2.2.2.1 400Hz power is supplied by self-contained units by FCX Model No. PFC072-H-40-FM (one each per gate)
- 2.2.2.2 Pre-Conditioned Air is supplied by self-contained Pre-Conditioned Air Unit INET Model PDX25S
- 2.2.2.3 Roof top AC Unit (RTU) Trane Model TCDO49C400BC
- 2.2.2.4 Potable Water Cabinet (PWC) Jetflo Model JF301C

2.2.3 Gates A25, A26, A27, A29 and A30 identified above include the equipment listed above with the exception of the following:

APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

- 2.2.3.1 400Hz power is supplied by self-contained units by FCX Model No. PFC072-H-40-FM-12P (one each per gate)
 - 2.2.3.2 Pre-Conditioned Air is supplied by self-contained Pre-Conditioned Air Unit INET Model PDX25S
 - 2.2.3.3 Roof top AC Unit (RTU) RUUD Model WLKA-A048DL
 - 2.2.3.4 Potable Water Cabinet (PWC) Semler Model S1-1500
- 2.3 IAH – Terminal D - The thirteen (13) existing Terminal D PBBs include the following equipment:
- 2.3.1 400 Hertz Ground Power System
 - 2.3.2 The Central 400 Hz System was designed and supplied by McCormick-Morgan, Inc., as a ground power generation and distribution system with capability to support eighteen (12) aircraft parking positions at Terminal D gates. This system supports 8 gates (gates 4 through 11, excluding gates 1, 2, 3, 12 and 12A). The motor generators are located in Terminal D Room 005 on Level 74. They supply 312 KVA each. From Room 005, 575 Volt 400 Hz power is distributed to the gates through individual Micro Versatrip circuit breakers in distribution panel DP-1. *The gates require a line drop compensator downstream of the DP-1.* The line drop compensators are located adjacent to the distribution panel. The distribution cable is routed in an underground duct system to each gate. The power is carried over the bridge and to the gate box by the utility carrier. The output of the gate box is connected to the aircraft cable in the cable retriever. The system comprises the following major components:
 - 2.3.2.1 Hobart No. 312VP61 Motor Generators
 - 2.3.2.2 General Electric DP-1 400 Hz Distribution Panel
 - 2.3.2.3 Hobart No. 482951B-2 Line Drop Compensator
 - 2.3.2.4 INET Dual Output 180 KVA 400 Hz Gate Box
 - 2.3.2.5 INET Single Output 28.5 VDC Gate Box
 - 2.3.2.6 400 Hz Aircraft Cable
 - 2.3.2.7 Remote Pushbutton Station
 - 2.3.2.8 INET Cable Hoist
 - 2.3.3 Preconditioned Air System - Preconditioned Air is delivered from a Trane Centrifugal Chiller System that delivers heated or cooled air to aircraft at eight (8) gates (gates 4 through 11, excluding gates 1, 2, 3, 12 and 12A). The preconditioned air system chills a mixture of glycol and water, and distributes it through a piping system to air handler units mounted under each passenger loading bridge at Terminal D Gates 4-11 (excluding gates 1, 2, 3, 12 and 12A). Outside air is taken into the air handler unit where it is cooled and dehumidified by a coil supplied with the chilled glycol mixture, or heated by an electric heater. The conditioned air is then ducted to the aircraft ground services air conditioning inlet for distribution to the cockpit and passenger compartments. The system comprises the following major components:
 - 2.3.3.1 INET System Models PAC 40L Air Handler units
 - 2.3.3.2 Trane Model CVHE 050 water-cooled Hermetic Centravac Chiller
 - 2.3.3.3 A variety of Controls and Valves as detailed in Volume Two, Section C, of the McCormick-Morgan Operations Manual
 - 2.3.3.4 Freon Compounds
 - 2.3.3.5 Aurora Model 344A and 364 Centrifugal Pumps
 - 2.3.3.6 Fafco Ice Bank 200 Thermal Storage Units
 - 2.3.3.7 General Electric Motor Control center

APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

- 2.3.4 Aircraft Guide-in System - The Aircraft Guide-in System comprises thirteen (13) Safedock aircraft guidance systems that support Terminal D Gates 1 through 12A.
- 2.3.5 Potable Water Supply System - The Potable Water Supply System supports Terminal D Gates 1 through 12A. The Potable Water Supply System on each Terminal D Passenger Boarding Bridge is connected to the Terminal Building water supply through an FDA-approved hose to building connections which include valve, pressure gauge, back flow prevention device, and pressure regulator. The hose is connected to a Service Cabinet that includes housing, water connection, and water filter with replaceable filters and a shut-off valve upstream of filter housing. The system is equipped with a motorized hose reel that includes hose, potable coupling at service end and a shut-off valve located ahead of the coupling. Heating elements are installed in the cabinet to supply heat inside the box.
- 2.3.6 Gates 1, 2, and 3 as identified above include the following equipment:
 - 2.3.7 Self-contained Pre-Conditioned Air Unit Tri-Electron Model No. POU-600 (one each per gate)
 - 2.3.8 400 Hz Power, is supplied by self-contained units by FCX, 90 KVA, Model No. PFC072-H-40-FM-12P (one each per gate)
 - 2.3.9 Semler Model S1-1500 Potable Water Cabinet
 - 2.3.10 Roof top AC Unit (RTU) Payne Model 555AEX060000ACBG
- 2.4 Gates 4 through 12A include an electric roll-up door as standard equipment –
- 2.5 Other Related IAH Equipment
 - 2.5.1 Turbo Way Model CMW 00134 portable non-motorized passenger ramp
- 2.6 HOU Terminal Gates
 - 2.7.1 The five (25) existing HOU Terminal gates include the following equipment:
 - 2.5.1.1 Fire Extinguisher, 10 lb.
 - 2.5.1.2 400Hz Interlock
 - 2.5.1.3 Pre-Conditioned Air, Potable Water Cabinet with electric motorized hose reel and Indicator Lights
 - 2.5.1.4 1500 CFM Exhaust Fan
 - 2.5.1.5 Articulating Cab Floor
 - 2.5.1.6 Bumper Limit Switches
 - 2.5.1.7 Roll-up Doors
 - 2.5.1.8 400Hz cable hoist systems
 - 2.5.1.9 "A" Frame and Tow Bar Assembly
 - 2.5.1.10 Emergency Lights
 - 2.5.1.11 Fire Alarm Pull Box
 - 2.5.1.12 Heated Potable Water Cabinet By lamp only
 - 2.5.1.13 Hurricane Tie Downs Semler Model S1-1500 (each Bridge) There are currently no capability for HTDs
 - 2.5.1.14 Lightning Ground Stud
 - 2.5.1.15 Maintenance Ladder with Cage
 - 2.5.1.16 Smoke Detection Device (two each per gate)
 - 2.5.1.17 Triangular Gate Identification Sign, Illuminated style
 - 2.5.2 All Thyssen Sterns PBB's are equipped with FCX Pre-Conditioned Air systems @

APPENDIX "II"
AIRCRAFT SUPPORT SYSTEM DESCRIPTION

gates 28, 29, 30, 31, & 32 and individual 400 HZ power systems.

All Twenty (20) FMC Jetway PBB's are equipped with Inet PCA Air Handling units cooling supplied by Two (2) Trane Condensers and Three (3) Trane Glycol Chillers with Four (4) Bell & Gosset pumps. Inet HVAC controls system needs to be verified for proper operation.

Generator room in the central concourse, Magic Aire air handler FCU and Two (2) Inet Generators supply 400HZ. To the Twenty (20) FMC PBB's

2.6 Other Related HOU Equipment

2.6.1 Turbo Way Model 2000 portable non-motorized passenger ramp

APPENDIX "III"
HARDSTAND OPERATION REQUIREMENTS

APPENDIX "III"
HARDSTAND OPERATION REQUIREMENTS

1.0 GENERAL

- 1.1 The Contractor shall provide first-class, safe, timely, and courteous Hardstand Service to:
 - 1.1.1 Support commercial aircraft with power, air, and water when remotely parked on Airport Aprons
 - 1.1.2 Provide means for passengers to safely embark and disembark commercial aircraft
 - 1.1.3 Transport passengers safely and comfortably between remotely parked Aircraft and Terminals.

- 1.2 The Contractor shall perform services and operate its hardstand equipment only with trained, qualified employees. Contractor's Hardstand Operations include furnishing, maintaining, and operating the following hardstand support equipment further specified herein:
 - 1.2.1 Bus
 - 1.2.2 Mobile Stairways
 - 1.2.3 Disabled Passenger Lift Vehicle
 - 1.2.4 90 KVA 400 Hz and 1 140 KVA 400 Hz Ground Power Unit
 - 1.2.5 Pre-Conditioned Air Unit
 - 1.2.6 Potable Water Unit

2.0 PERFORMANCE REQUIREMENTS

- 2.1 The Contractor shall provide Hardstand Operations inclusive of all equipment, operators, fuels, lubricants, tires, batteries, and expendables required for first-class service at all times. Contractor shall provide specified equipment and personnel to accomplish the required services, including bus drivers and trained equipment operators. Contractor's Hardstand Operations equipment shall be "like new," reliable, clean, and well maintained inside and out.

- 2.2 The Contractor shall coordinate its Hardstand Operations through gate control at IAH and HOU.

- 2.3 The Contractor's Hardstand Operations shall support the following aircraft, but not limited to:
 - 2.3.1 727-200 757-200 DC-9-30 A380
 - 2.3.2 737-100 767-200 DC-10-10 747-800
 - 2.3.3 737-200 777-200 DC-10-30 787
 - 2.3.4 747-200 777-300 MD-11
 - 2.3.5 747-400 A-300 MD-80
 - 2.3.5 A-340

- 2.4 Contractor shall bring equipment to the hardstand area and remove equipment from the hardstand area as service requirements dictate. The City will not operate Contractor's equipment unless specifically authorized by Contractor to do so in emergency situations.

- 2.5 Contractor shall provide specialized equipment, including a Passenger Lift Vehicle, for passengers with ambulatory or mobility impairments.

3.0 CONTRACTOR-FURNISHED EQUIPMENT

- 3.1 Hardstand equipment listed below shall be provided and dedicated to HAS 24/7 per pricing specified in Exhibit III Fee Schedule.

- 3.2 Bus
 - 3.2.1 Bus(es) shall be like-new diesel-powered air-conditioned, capable of providing safe and prompt transport of up to 111 passengers to and from the Terminal and Aircraft parked on the apron.
 - 3.2.2 Bus(es) shall have a luggage rack inside for passenger convenience.

APPENDIX "III"
HARDSTAND OPERATION REQUIREMENTS

3.3 Aircraft Stair

3.3.1 Aircraft stair(s) shall be truck-mounted, enclosed, and capable of servicing wide-body aircraft and narrow-body aircraft. Stair(s) shall be completely enclosed to provide weather protection, stable, safe, and weather-protected passenger boarding and deplaning and shall comply with all applicable safety requirements. Safety features on the units shall include:

- 3.3.1.1 Illuminated steps
- 3.3.1.2 Illuminated platform
- 3.3.2.3 Stabilizers

3.4 Disabled Passenger Lift Vehicle

3.4.1 Disabled passenger lift vehicle shall be factory designed and built to safely and comfortably transport enplaning/deplaning passengers with ambulatory or mobility impairments to/from the main cabin of aircrafts as described in section 2.3 per Federal Aviation Administration (FAA) Advisory Circular AC-150/5220-21B or latest revision.

3.5 Ground Power Unit

3.5.1 Ground power unit shall be a 90-KVA 400-Hz and a 140-KVA 400 Hz diesel-powered, trailer-mounted units and shall include all necessary aircraft cables required to service specified aircraft.

3.6 Pre-Conditioned Air Unit

3.6.1 Aircraft Air Conditioner shall be diesel powered unit with a nominal capacity of 110 tons of cooling and 750,000 Btu/Hr heating and include all necessary hoses and couplers required to service specified aircraft.

3.7 Potable Water Unit

3.7.1 Potable water service truck shall have an approximately 450-gallon capacity stainless-steel tank and be equipped with all necessary hoses and fittings required to service specified aircraft.

APPENDIX "IV"
MAINTENANCE MANAGEMENT SYSTEM (MMS) / PROJECT ADMINISTRATION SYSTEM (PAS)

APPENDIX "IV"

MAINTENANCE MANAGEMENT SYSTEM (MMS) / PROJECT ADMINISTRATION SYSTEM (PAS)

1.0 GENERAL

- 1.1 As part of Basic Services, immediately after receipt of Notice to Proceed, the Contractor shall comply with HAS' Technology policies and best practices regarding the use of HAS infrastructure, technology assets, and HAS Enterprise Asset Management solution (currently INFOR Enterprise Edition). The system shall be web-based ("fully" accessible at all times by HAS) and SAP (R3) compatible.
- 1.2 The Contractor shall provide and maintain all computer hardware, software and cabling to support the Project Management Systems (MMS & PAS) specified in this Section as part of Basic Services throughout the Agreement Term. Contractor shall down load all essential data from the existing MMS system into new Contractor's MMS system.
- 1.3 The Contractor shall provide all integration of data etc. from the existing MMS system to the new MMS system and operate and maintain all PAS and MMS software and equipment or equivalent replacement/upgrades, at its sole expense.
- 1.4 All supplies, expendables etc. required for operating the complete MMS system shall be provided by Contractor at its expense. The Contractor shall also bear all costs for telecommunications associated with line charges, long distance, installations, etc. required for the equipment/system operations.
- 1.5 At the end of the contract term, the PAS and MMS computer hardware, software, cabling, and incidentals remain the property of HAS. At (HOU) only however, the Contractor shall provide for its use during this contract term a Hewlett-Packard DeskJet 900 series printer or a comparable unit with a serial port for receiving Facility Administration trouble tickets that become the property of HAS at the termination or expiration of the Agreement. All data, files, and records generated for all Airports on the software remains the exclusive property of HAS at the expiration or termination of the Agreement.

2.0 MAINTENANCE AND OPERATION

- 2.1 Maintenance and operation of (MMS)/(PAS) to include but not limited to systems for preventive/predictive maintenance scheduling, work order generation, inventory/cost management, manpower scheduling etc. System shall be compatible with the HAS EAMS (Infor based system), with approximately seven (7) ea. full-access and ten (10) ea. non-access stations. System shall be web-based ("fully" accessible to HAS) and SAP (R3) compatible. Contractor shall provide all required integration including down-loading existing/prior maintenance data into the new system. Contact Information – MRO Inc. @ 800-326-5765.
- 2.2 At no additional cost to the City, Contractor shall install bar codes and location identifiers on the equipment, printed on "metallic paper" equipment tags, to have total linkage back to the PM system.
- 2.3 The City will own all the data, both in electronic format and a hard copy, and all work plans at the expiration or termination of the Agreement term. Upon termination of the Agreement, Contractor shall provide all data files in ASCII format with documented file layouts on CD-ROM.

3.0 SYSTEM TO PROVIDE

- 3.1 Redundant environment to ensure that data is not lost should the primary database fail.
- 3.2 On call 24 hour 7-days-per-week database administration management and technical support.
- 3.3 24 -hour archiving to remote storage as a minimum.
- 3.4 Unlimited server storage capacity to allow development of a wide range of statistical analysis.

APPENDIX "IV"

MAINTENANCE MANAGEMENT SYSTEM (MMS) / PROJECT ADMINISTRATION SYSTEM (PAS)

- 3.5 Contractor shall operate a MMS/PAS work control center at the Project Manager's office at IAH. The work control center will receive maintenance/repair calls, dispatch personnel, and generate work orders during contract hours at each airport.
- 3.6 Contractor shall provide all necessary hardware, application software, networking, management services, turnkey installation/implementation, training, acceptance testing, and on-going system support.
- 3.7 MMS/PAS shall employ a graphical user interface (GUI) to access information on equipment, work orders, parts, and other system data. It shall provide on-line search functions; produce ad-hoc reports/lists of selected information and standard reports.
- 3.8 System shall include:
 - 3.8.1 Equipment Inventory that tracks equipment and information associated with each unit, including, equipment records, history, PM, parts issued, warranties, equipment disposal.
 - 3.8.2 Parts Inventory that includes, inventory management, order search, records, and history.
 - 3.8.3 Equipment downtime statistics.
 - 3.8.4 Preventive maintenance scheduling.
 - 3.8.5 Pre-programmed and user-definable reports.
 - 3.8.6 Tracking of deferred maintenance.
- 3.9 Contractor shall format the data entry in a template consistent with the data that is maintained for other assets within the HAS EAMS.

APPENDIX "V"
PAY FOR PERFORMANCE PROGRAM

APPENDIX "V"
PAY FOR PERFORMANCE PROGRAMS

1.0 KEY PERFORMANCE INDICATORS

1.1 Customer Satisfaction Survey (weighted value - 5%)

- 1.1.1 Contractor shall perform survey of HAS staff and all tenant airlines on a Quarterly basis to determine the level of satisfaction with Contractor's performance and provide a feedback mechanism for the customer.
- 1.1.2 The survey shall consist of 10 questions centered on "customer focus" and "performance".
- 1.1.3 The survey shall be graded on a scale from 1-5 with 5 being the best performance. Should the Contractor fail to receive an average of Grade 3 from the survey group, it will have its monthly basic service fee payment reduced as outlined herein.

1.2 Monthly Completion of Preventive Maintenance (weighted value - 10%)

- 1.2.1 The monthly completion of preventive maintenance task per OEM requirements shall be 95% and above per month.
- 1.2.2 Should the Contractor fail to meet or exceed this performance on a monthly measurement basis, it will have its monthly basic service fee payment reduced as outlined herein.

1.3 Monthly Completion of Outstanding CM (Corrective Maintenance) Work Orders (weighted value - 5%)

- 1.3.1 The monthly completion of outstanding work orders on the dates required and agreed upon between HAS and the Contractor shall be 90% per month.
- 1.3.2 Should the Contractor fail to meet or exceed this performance on a monthly measurement basis, it will have its monthly basic service fee payment reduced as outlined herein.

1.4 Baggage Handling Equipment at IAH and HOU (weighted value - 40%)

- 1.4.1 Response time for emergencies shall be 5 minutes.
- 1.4.2 Response time for non-emergencies shall be 15 minutes.
- 1.4.3 Baggage Handling Equipment shall be 99% available.

1.5 Aircraft Support Equipment at IAH and HOU (weighted value - 40%)

- 1.5.1 Response time for emergencies shall be 5 minutes.
- 1.5.2 Response time for non-emergencies shall be 15 minutes.
- 1.5.3 The following equipment shall be 96% available:
 - 1.5.3.1 Passenger Boarding Bridge (PBB)
 - 1.5.3.2 Pre-Conditioned Air Unit (PCA)
 - 1.5.3.3 Ground Power Unit (GPU)
 - 1.5.3.4 Potable Water Unit (POT)
 - 1.5.3.5 Roof Top Bridge Unit (RTU)

2.0 RESPONSE TIME AND EQUIPMENT AVAILABILITY MEASUREMENTS FOR BAGGAGE HANDLING SYSTEMS

**APPENDIX “V”
PAY FOR PERFORMANCE PROGRAMS**

2.1 Baggage Handling Equipment Availability

2.1.1 Reliability requirements shall be measured in terms of “Availability” (A). Availability is determined from the following definitions and formula:

2.1.1.1 Failure: A failure is defined as any malfunction of a sub-system component, assembly, or sub-assembly, which stops normal operations. The following shall not be classified as failures:

- a. Malfunctions due to causes outside the sub-system such as abuse, sabotage, general power outage and “hidden” design defects that could not be known through “specified” preventive and corrective maintenance operations, etc.
- b. Malfunctions due to baggage jams operator error, not caused by failure of a sub-system component, assembly or sub-assembly (except as noted below).
- c. Incipient failures, which are detected and repaired without affecting normal operation of the sub-system or delaying airport operations
- d. Malfunction of one of a redundant computer/PLC pair where the repair time does not affect normal operation of the system

2.1.1.2 Schedule Operating Time (ST): The scheduled time that the system is available for normal operating periods:

- a. IAH – 24/7, 365 days per year (minus the times for PM activities – see (c) below).
- b. HOU – 7 days/week 5:00am to 1:30am, 365 days per year.
- c. The systems will be available for the normal system operating times as required by the specification. However, preventive maintenance work activities require that the systems be shut down for a period of time on a daily basis. (This downtime is not a part of the service availability calculation.) Generally this down time is scheduled for some period after the last scheduled flight each day. However, Contractor will coordinate and adjust these system down times with HAS and the airlines to accommodate all flight schedules, domestic and international.

2.1.1.3 Repair Time (RT) for failures not covered in item 2.1.1.1. (a-d) above: The interval of time between issuance of corrective maintenance work order and return of the system to operation. Baggage jams caused by electrical/mechanical failure shall be cleared within five (5) minutes.

2.1.1.4 System Availability (A) is calculated as follows:

$$A = \frac{ST-RT}{ST}$$

2.2 Response Time

2.2.1 Contractor shall man the operations at IAH 24/7, receive all maintenance/repair calls, and immediately dispatches personnel for all Baggage Handling Systems call outs. The time of receipt of the call shall be recorded and a corrective maintenance work order shall be initiated. On arrival at the Baggage System failure area the Contractor’s technician shall

APPENDIX "V"
PAY FOR PERFORMANCE PROGRAMS

call, radio or otherwise officially communicate his arrival time. On notification the time shall be logged into the EAMS by Contractor assigned personnel.

2.2.2 Repair Time (RT) will be measured from the time of the issuance of a corrective maintenance work order by the Contractor personnel at IAH until the work is completed and the system returned to operation. Contractor's technicians will advise its personnel at IAH that the repair is complete and the work order can be closed. The EAMS will automatically date stamp the time of work order initiation and work order close out.

2.3 Baggage Handling System Monthly Performance Commitment

2.3.1 For any calendar month during the Agreement that the Baggage Handling System does not achieve the performance criteria listed below, Contractor shall have its monthly basic service fee payment reduced as outlined herein:

Performance Criteria

- System Availability 99%
- Response Emergency 5 Minutes
- Response Time Non-Emergency 15 Minutes

2.4 Performance Corrective Action Plan

2.4.1 For any calendar month during the Agreement that the Baggage Handling System does not achieve or will not achieve a minimum of the required System Availability for any reason, Contractor shall provide a "Failure Analysis Report" and at its own expense shall promptly undertake a review of its services (i.e. response time, parts availability, preventive and corrective maintenance actions) and design reviews with the OEM'S when indicated and shall propose a corrective action plan to the City of Houston within 30 days.

2.4.2 Improved service and maintenance issues shall be undertaken immediately by Contractor at no added cost to the City.

2.4.3 Contractor shall propose necessary design modifications and upgrades of the systems shall be proposed along with corrective costs and time schedules for completion for the HAS review and approval. Work shall be processed through Other Work/Services (OSR).

3.0 RESPONSE TIME AND EQUIPMENT AVAILABILITY MEASUREMENT FOR AIRCRAFT SUPPORT SYSTEMS

3.1 Aircraft Support Equipment Availability

3.1.1 Reliability requirements of each sub-system (PBB, PCA, GPU, POT, RTU) shall be measured in terms of "Availability" (A) of each sub-system. Availability of each sub-system is determined from the following definitions and formula:

3.1.1.1 Failure: A failure is defined as any malfunction of a sub-system component, assembly, or sub-assembly, which stops normal "service" operations. A failure shall be charged against only the sub-system that caused the failure. The following shall not be classified as failures:

- a. Malfunctions due to causes outside the sub-system such as abuse, sabotage, general power outage and "hidden" design defects that could not be known through "specified" preventive and corrective maintenance operations, etc.
- b. Malfunctions due to operator error, not caused by failure of a sub-system component, assembly or sub-assembly (except as noted below).

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PAY FOR PERFORMANCE PROGRAMS**

- c. Incipient failures, which are detected and repaired without affecting normal operation of the sub-system or delaying airport operations.
- d. Malfunction of one of a redundant computer/PLC pair where the repair time does not affect normal operation of the system.

3.1.1.2 Scheduled Operating Time (ST): The scheduled time that the sub-system is available for normal operating periods:

- a. IAH – 24/7, 365 days per year (minus the times for PM activities – see (c) below)
- b. HOU- 7 days/week 5:00am to 1:30am, 365 days per year.
- c. The systems will be available for the normal system operating times as required by the specification. However, preventive maintenance work activities require that the systems be shut down for a period of time on a daily basis. (This downtime is not a part of the service availability calculation.) Generally this down time is scheduled for some period after the last scheduled flight each day. However, Contractor will coordinate and adjust these system down times with HAS and the airlines to accommodate all flight schedules, domestic and international.

3.1.1.3 Repair Time (RT) for items not covered in Section 3.1.1.1 (a-d) above: The interval of time between issuance of corrective maintenance work order and return of the sub-system to operation.

3.1.1.4 Sub-system Availability (A): Sub-system availability is calculated as follows:

$$A = \frac{ST-RT}{ST}$$

3.2 Response Time

3.2.1 Contractor shall man operations at IAH 24/7, receive all maintenance/repair calls, and immediately dispatches personnel for all Baggage Handling Systems call outs. The time of receipt of the call shall be recorded and a corrective maintenance work order shall be initiated. On arrival at the Baggage System failure area the Contractor’s technician shall call, radio or otherwise officially communicate his arrival time. On notification the time shall be logged into the EAMS by Contractor assigned personnel.

3.2.2 Repair Time (RT) will be measured from the time of the issuance of an corrective maintenance work order by the Contractor personnel at IAH until the work is completed and the system returned to operation. Contractor’s technicians will advise its personnel at IAH that the repair is complete and the work order can be closed. The EAMS will automatically date stamp the time of work order initiation and work order close out.

3.3 Aircraft Support System (AS) Monthly Performance Commitment

3.3.1 For any calendar month during the contract that the Sub-Systems (PBB, PCA, GPU, PWS, RTU) do not achieve the performance criteria listed below Contractor will have its monthly basic service fee payment reduced as outlined herein:

Performance Criteria

- PBB Availability 96%
- PCA Availability 96%
- GPU Availability 96%

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PAY FOR PERFORMANCE PROGRAMS

- POT Availability 96%
- RTU Availability 96%
- Response Time Emergency 5 Minutes
- Response Time Non-Emergency 15 Minutes

3.4 Performance Corrective Action Plan

- 3.4.1 For any calendar month during the Agreement that the Aircraft Support System does not achieve or will not achieve a minimum of the required System Availability for any reason, Contractor shall provide a "Failure Analysis Report" and at its own expense shall promptly undertake a review of its services (i.e. response time, parts availability, preventive and corrective maintenance actions) and design reviews with the OEM'S when indicated and shall propose a corrective action plan to the City of Houston within 30 days.
- 3.4.2 Improved service and maintenance issues shall be undertaken immediately by Contractor at no added cost to the City.
- 3.4.3 Contractor shall propose necessary design modifications and upgrades of the systems will be proposed along with corrective costs and time schedules for completion for the HAS review and approval. Work shall be processed through Other Work/Services (OSR).

4.0 PAY FOR PERFORMANCE PERIOD AND PERFORMANCE FAILURE DEDUCTIONS

- 4.1 Maximum Performance Fee to be deducted in any given month is 5% of the monthly Basic Services portion of the invoice.
- 4.2 Documented performance reports on monthly achievements for Customer Satisfaction, Systems Availability and Systems Response Time shall be provided as a part of the standard monthly invoice.
- 4.3 All performance reports shall be generated by the EAMS with the exception of the Customer Satisfaction Survey. Performance to KPI's can be monitored by the HAS staff on a daily basis.
- 4.4 A failure to meet the performance criteria shall be summarized with the appropriate documentation and deductions from each monthly invoice.
- 4.5 Contractor shall be granted a Pay for Performance "grace period" during the first 90 days following start up to allow it to fully implement the EAMS reporting system and where necessary, bring the Aircraft Support and Baggage Handling equipment at IAH and HOU up to "first class" condition.
- 4.6 Fee reductions will be based on failure to meet the following criteria weighted as listed below:
- 4.6.1 Quarterly Customer Satisfaction Survey – Graded on a scale of 1 to 5. A score of 3 = 100% Performance and NO DEDUCTION and a score below 3 equals full DEDUCTION and accounts for 5% of the total available monthly invoice.
- 4.6.2 Monthly completion of Preventive Maintenance tasks per OEM requirements at 95% per month. Achievement of 95% represents NO DEDUCTION and below 95% equals FULL DEDUCTION.
- 4.6.3 Monthly completion of outstanding work orders on the dates required and agreed upon between HAS and Contractor at 90% per month represents NO DEDUCTION and below 90% equals full DEDUCTION.
- 4.6.4 Response Time / Availability: Baggage Handling System
- | | |
|-----------------------------|------------|
| Response Time Emergency | 5 Minutes |
| Response Time Non-Emergency | 15 Minutes |
| Availability: | 99% |

**APPENDIX “V”
PAY FOR PERFORMANCE PROGRAMS**

Meeting these requirements = 99% Performance and NO DEDUCTION. Achieving response and availability below 99% equals full DEDUCTION and accounts for 40% of the total available monthly invoice deduction.

4.6.5 Response Time / Availability: Aircraft Support Systems

Response Time Emergency	5 Minutes
Response Time Non-Emergency	15 Minutes
PBB Availability	96%
PCA Availability	96%
GPU Availability	96%
POT Availability	96%
RTU Availability	96%

Meeting these requirements = 96% Performance and NO DEDUCTION. Achieving response and availability below 96% equals full DEDUCTION and accounts for 40% of the total available monthly invoice deduction.

5.0 Performance Measures Weighting

- Customer Satisfaction –5%
- PM Completion – 10%
- Corrective Maintenance Work Order Completion – 5%
- Baggage Handling System Response and Availability -40%
 - BHS Availability – 35%
 - Response Time – 5% (5/15 Minutes Emergencies/Non-Emergencies)
- AS Equipment Response time and Availability – 40%
 - PBB – 20%
 - PCA – 4%
 - GPU – 4%
 - POT – 4%
 - RTU – 4%
 - Response Time – 4% (5/15 Minutes Emergencies/Non-Emergencies)

6.0 Sample Invoice and Supporting Documents (See Appendix “VII”)

**APPENDIX “VI”
REPLACEMENT PARTS**

**APPENDIX “VI”
REPLACEMENT PARTS**

APPENDIX "VI"
REPLACEMENT PARTS

AREA	DESCRIPTION	MANUFACTURER / PART NUMBER	QUANTITY
T-A	MOTOR, 7.5 HP, 213 TC, M3710T	BALDOR, 200-0054	1
T-A	MOTOR, 5 HP, 184TC, M3615T	BALDOR, 200-0046	1
T-A	MOTOR, 1 HP, 143T, C-FACE, VM3546T	BALDOR, 200-0219	1
T-A	BRAKE MOTOR, 1.5 HP, 145T, C-FACE, VBM3546T	BALDOR, 200-0419	1
T-A	MOTOR, 1.5 HP, 145T, C-FACE	BALDOR, 200-0225	1
T-A	BRAKE MOTOR, 1.5HP, 145T, C-FACE, VM3556T	BALDOR, 200-0232	1
T-A	BRAKE MOTOR, 2 HP, 145T, C-FACE, VBM3558T	BALDOR, 200-0432	1
T-A	MOTOR, 3 HP, 182T, C-FACE, VM3611T	BALDOR, 200-0240	1
T-A	BRAKE MOTOR, 3 HP, C-FACE, VBM3611T	BALDOR, 200-0440	1
T-A	MOTOR, 5 HP, 184T, C-FACE, VM3815T	BALDOR, 200-0246	1
T-A	BRAKE MOTOR, 5 HP, 184T, C-FACE, VBM3815T	BALDOR, 200-0448	1
T-A	MOTOR, 1 HP, 143T FT	RELIANCE, P14H1403	1
T-A	MOTOR, 1 HP, 143T W/3#BRAKE P14H1903	RELIANCE, P14H1903	1
T-A	MOTOR, 1.5 HP, 143T FT	RELIANCE, P14H1402	1
T-A	MOTOR, 1.5 HP, 145T, W/6#BRAKE P14H1938	RELIANCE, P14H1938	1
T-A	MOTOR, 1.5 HP, 145T TC	RELIANCE, P14H1447	1
T-A	MOTOR, 1.5 HP, 145T TC, W/6#BRAKE P14H1965	RELIANCE, P14H1965	1
T-A	MOTOR, 2 HP, 145T FT	RELIANCE, P14H1401	1
T-A	MOTOR, 2 HP, 145T FT	RELIANCE, P14H1901	1
T-A	MOTOR, 2 HP, 145T TC	RELIANCE, P14H1446	1
T-A	MOTOR, 3 HP, 182T FT	RELIANCE, P18G311	1
T-A	MOTOR, 3 HP, 182T, W/15#BRAKE P18C1701	RELIANCE, P18C1701	1
T-A	MOTOR, 3 HP, 182T TC	RELIANCE, P18C1014	1
T-A	MOTOR, 5 HP, 184T FT	RELIANCE, P18Q312	1
T-A	MOTOR, 5 HP, 184T W/15#BRAKE P18C1713	RELIANCE, P18C1713	1
T-A	MOTOR, 7.5 HP, 213T FT	RELIANCE P210311	1
T-A	MOTOR, 7.5 HP, 213TC	RELIANCE 21Q1776	1
T-A	MOTOR, 5 HP, 184T FT	BALDOR, M3615T	1
T-A	REDUCER HQM-1206 (20:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000405319	1
T-A	REDUCER HQM1238 (20:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-0005-5319	1
T-A	REDUCER HQM-1238 (25:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000506318	1
T-A	REDUCER HQM-226 (15:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000604319	1
T-A	REDUCER HQM-226 (20:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000605319	1
T-A	REDUCER HQM-226 (25:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000606319	1

**APPENDIX "VF"
REPLACEMENT PARTS**

AREA	DESCRIPTION	MANUFACTURER / PART NUMBER	QUANTITY
T-A	REDUCER HQM-1300 (20:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000705319	1
T-A	REDUCER HQM-1300 (25:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000706319	1
T-A	REDUCER HQM-230 (30:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000707319	1
T-A	REDUCER HQM-1300 (15:1) GR, C-FACE, 1 11/16 BORE	GROVE, 210-000704423	1
T-A	REDUCER HQM-1300 (20:1) GR, C-FACE, 1 11/16 BORE	GROVE, 210-000705423	1
T-A	REDUCER HQM-1300 (15:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000704419	1
T-A	REDUCER HQM-1300 (20:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000705419	1
T-A	REDUCER HQM-1325 (20:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000805419	1
T-A	REDUCER HQM-1425 (25:10 GR, C-FACE, 1 7/16 BORE	GROVE, 210-000805423	1
T-A	REDUCER HQM-1425 (25:1) GR, C-FACE, 1 11/16 BORE	GROVE, 210-000906423	1
T-A	REDUCER HQM-1425 (25:1) GR, C-FACE, 1 7/16 BORE	GROVE, 210-000906419	1
T-A	REDUCER HQM-1425 (20:1) GR, C-FACE, 1 11/16 BORE	GROVE, 210-000905423	1
T-A	REDUCER CHHJ-02-4115, 145T, 29:1 RATIO	SUMITOMO. 214-430092	1
T-A	REDUCER CHHJ-02-4115, 182T, 29:1 RATIO	SUMITOMO. 214-430093	1
T-A	REDUCER CHHJ-02-4115, 182T, 29:1 RATIO	SUMITOMO. 214-430073	1
T-A	REDUCER CHHJ-02-4115, 145T, 21:1 RATIO	SUMITOMO. 214-430072	1
T-A	REDUCER CHHJ-02-4115, 182T, 25:1 RATIO	SUMITOMO. 214-430083	1
T-A	REDUCER CHHJ-02-4115, 143T, 25:1 RATIO	SUMITOMO. 214-430082	1
T-A	REDUCER 25.6:1, 145T	REL, DM21A (M94517)	1
T-A	REDUCER 25.6:1, 182T	REL, DM21A (M60482)	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT115	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT125	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT215	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT225	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT325	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT425	1
T-A	REDUCER, 40:1, 145, POB	DHI, B262MG-145-408	1
T-A	REDUCER, 25:1, SHAFT	BRO, 203-SMT-25:1	1
T-A	REDUCER, TORQUE ARM	DODGE, TXT109	1
WH	STEARNS DRIVE WHEEL 40X14 ALUMINUM RIM	STEARNS	3
WH	THYSSEN DRIVE WHEEL 40X14 STEEL RIM	THYSSEN	1
WH	JETWAY DRIVE WHEEL 40X14 ALUMINUM RIM	JETWAY SYSTEMS	4
WH	14" x 20" FLAT DUCT PCA HOSE	J & B AVIATION JB1410-20	49
WH	TAPERED PCA ADAPTER HOSE 14" X 8"	J & B AVIATION JB1410-01	13
WH	STARTER PCA HOSE	J & B AVIATION	9

**APPENDIX "VI"
REPLACEMENT PARTS**

AREA	DESCRIPTION	MANUFACTURER / PART NUMBER	QUANTITY
WH	GEMINI FIELD REPLACEABLE GPU CABLE HEAD	J & B AVIATION JB5100	2
T-A	PORTEC 65 DEGREE X 167" LENGTH POWER TURN	900255R-167956-C4838	1
T-A	PORTEC 90 DEGREE X 134" LENGTH POWER TURN	553540R-168925-C38	1
T-A	PORTEC 90 DEGREE X 234" LENGTH POWER TURN	951196R-166183-C36	1
T-A	PORTEC 90 DEGREE X 161" LENGTH POWER TURN	950817R-166183-B36	1
T-A	PORTEC 35 DEGREE X 90" LENGTH POWER TURN	951363B-166183-C5036	0
T-A	PORTEC 35 DEGREE X 93" LENGTH POWER TURN	951427-167960-C4838	1
T-A	PORTEC 45 DEGREE X 117" LENGTH POWER TURN	QS-402495-C38	1
T-A	PORTEC 90 DEGREE X 228" LENGTH POWER TURN	QS-402493-C36	1
T-A	PORTEC 90 DEGREE X 157.5" LENGTH POWER TURN	QS-601219-B36	1
T-A	PORTEC 45 DEGREE POWER TURN	QS-63281-C4838	1
T-A	CONVEYOR BELTING - 54" WIDE SMOOTH TOP	SMOOTH TOP	70'
T-A	CONVEYOR BELTING - 36" WIDE SMOOTH TOP REG	SMOOTH TOP REG	60'
T-A	CONVEYOR BELTING - 36" WIDE SMOOTH TOP MERGE	SMOOTH TOP MERGE	0
T-A	CONVEYOR BELTING - 36" WIDE ROUGH TOP REG	ROUGH TOP REG	125'

**APPENDIX "VII"
TERMINAL D SPARE PARTS**

**APPENDIX "VII"
TERMINAL D SPARE PARTS**

**APPENDIX "VII"
TERMINAL D SPARE PARTS**

<u>Inventory Balance by Part</u>			
HAS.612K			
Part	Part Desc	Bin	QTY
BELT.10213	Belt.PHR2-90MF RT XBB-GP.N55301-724	D0203	1
BELT.10217	Belt.Complete Belting,Standard Belt 36 inch Wide.Siegling 1211.Vanderlande	G0101	1
BELT.10218	Belt.Complete Belting,Slide Belt 36 inch x 500 foot.Siegling.Vanderlande	G0101	1
BELT.10219	Belt.Complete Belting,E 12/2 OU/V/UO SE V-BELT GUIDED 32.5 INCH X 79.5	A0301	1
	Belt.Complete Belting,E 12/2 OU/V/UO SE V-BELT GUIDED 32.5 INCH X 79.5	G0101	0
BELT.10220	Belt.Complete Belting,PHR3-200TW FR BB X BB V-Belt Guided 29.5 x 79.5	A0301	1
	Belt.Complete Belting,PHR3-200TW FR BB X BB V-Belt Guided 29.5 x 79.5	G0101	0
BELT.10221	Belt.Complete Belting,Standard Belting 36 inch Wide.Siegling 502	G0101	1
BELT.10222	Belt.Complete Belting,Queue Belt,Laced.36 inch x 146.6 long.Amp Miser	A0301	1
	Belt.Complete Belting,Queue Belt,Laced.36 inch x 146.6 long.Amp Miser	G0101	0
BELT.10223	Belt.Complete Belting,Queue Belt,Laced.46 inch x 146.6 long.Amp Miser	G0101	1
BELT.10224	Belt.Complete Belting,Slide Belt,Laced.36 inch x 146.6 long	G0101	1
BELT.10225	Belt.Complete Belting,Queue Belt,Laced.36 inch x 122.6 long.Amp Miser	A0301	0
	Belt.Complete Belting,Queue Belt,Laced.36 inch x 122.6 long.Amp Miser	G0101	0
	Belt.Complete Belting,Queue Belt,Laced.36 inch x 122.6 long.Amp Miser	G0102	1
BELT.10226	Belt.Complete Belting,HCD PH2-90MF-GP RT x BB	D0404	1
BELT.10227	Belt.Complete Belting,E 8/2 UP/V15 S/LG-SE BLW.W	G0101	6
BELT.10228	Belt.Complete Belting,Grip Belt.42 inch x 381.Amp Miser Siegling Open Roll	G0101	1
BELT.10229	Belt.Complete Belting,Queue Belt,Laced.36 inch Siegling	G0101	1
BELT.10230	Belt.Gates Belt.8808MGT50	D0404	2
BELT.10231	Belt.Complete Belt.45 Degree Merge Belt.BM941X4940NOVO25	G0101	1
BELT.10232	Belt.Complete Belt.45 Degree Merge Belt.39 inch x 60 inch	G0101	1
BELT.10233	Belt.Complete Belt.45 Degree Merge Belt.39 inch x 42 inch	G0101	1
BELT.10234	Belt.Complete Belt.45 Degree Merge Belt.39 inch x 36 inch	G0101	1
BELT.10236	Belt.Complete Belt,Standard Belt 42 x 382 Amp Miser	G0101	1
BELT.10238	BELT.PHR2-90MF RT x BB-GP.Vanderlande N55301-724	D0203	1
BELT.10240	BELT.Green Grip Belt 36 inch wide	G0101	0
BET.10219	Belt.Complete Belting,Standard Belt 42 inch.Amp Miser 382.Vanderlande	G0101	0
BRG.10835	Bearing Block Flange.SQR.004931-00335	A0203	2
BRG.10836	Bearing Block Flange.OVL.004931-00440	A0203	2
BRG.10837	Bearing Block Flange.RND.004931-00830	A0203	2
BRG.10838	Bearing Block Flange.RND.004931-00840	A0203	2
BRG.10839	Bearing Block Flange.RND.004931-00850	A0203	2
BRG.10840	Bearing.Ball Bearing.6003/2RS-C3-17.IS015-1981.004904-00404	A0302	6
BRG.10841	Bearing.Ball Bearing.6003/2RS-C3-30.IS015-1981.004904-00407	A0302	2
BRG.10842	Bearing.SKF-6207.2RS/L3.N04933-00005	A0403	10
BRG.10843	Bearing.Roller Bearing.SKF.BS2-2007.N04933-00006	A0403	2

**APPENDIX "VII"
TERMINAL D SPARE PARTS**

Part	Part Desc	Bin	QTY
BRG.10844	Bearing.Type 6013 2RS1/C3.N04933-00007	A0403	1
BRG.10845	Bearing Rubber Tire 5/8" Khaki Spherical.010315	D0104	14
BRG.10846	Assembly.Bearing Assembly for Divert Blade.N55301-020	D0202	1
BRG.10847	Bearing Slid Flange BP25C.004901-00205	D0302	2
BRG.10848	Bearing Grip Tight Adapter Ball Bearing.N04931-00112	D0303	1
BRG.10849	D-Lock Ball Bearing.N04931-00115	D0303	1
BRG.10850	Bearing Misumi # MPB240-50.N04935-04050	D0303	4
BRG.10851	Ball Bearing 6206/2ZR-C3-30.004904-62061	D0403	3
BRG.10852	Ball Bearing 6308/2ZR-C3-40.004904-63081	D0403	2
BRG.10853	Bearing Block Tension PHE-30.004931-10130	D0403	2
BRG.10854	Bearing.SKF #6006-2RS1 C3 SKF	D0204	2
BRG.10855	Bearing.Bearing SKF #6207 2RS1/C3.Vanderlande N04933-00005	A0403	10
BRG.10856	Bearing.Roller Bearing SKF #BS2 2007.Vanderlande N04933-00006	A0403	2
BRG.10857	Bearing.Bearing Type 6013 2RS1/C3.Vanderlande N04933-00007	A0403	1
BRG.10858	Bearing.Grip Tight Adapter Ball Bearing.Vanderlande N04931-00112	D0303	1
BRG.10859	Bearing.D-Lock Ball Bearing Series.Vanderlande N04931-00115	D0303	1
BRG.10860	Bearing.Misumi # MPBZ40-50.Vanderlande N04935-04050	D0303	4
BRG.10861	Bearing.Bearing Assembly Divert Blade.Vanderlande N55301-020	D0202	1
BRG.10862	Bearing.Bearing Slide Flange BP25C 22/29 x 18 Porous Bronze.004901-00205	D0302	2
BRG.10863	Bearing.Bearing Ball 6206/2ZR-C3-30 ISO15-1981.004904-62061	D0403	3
BRG.10864	Bearing.Bearing Ball 6308/2ZR-C3-40 ISO15-1981.004904-63081	D0403	2
BRG.10865	Bearing.Bearing Block Flange SQR PCJ-35.Vanderlande 004931-00335	A0203	2
BRG.10866	Bearing.Bearing Block Flange Ovl PCJ-40.Vanderlande 004931-00440	A0203	2
BRG.10867	Bearing.Bearing Block Flange Rnd PME-30 N.Vanderlande 004931-00830	A0303	2
BRG.10868	Bearing.Bearing Block Flange Rnd PME-40 N.Vanderlande 004931-00840	A0303	2
BRG.10869	Bearing.Bearing Block Flange Rnd PME-50 N.Vanderlande 004931-00850	A0203	2
BRG.10870	Bearing.Bearing Block Tension PHE-30 DIN1680 GSL319.Vanderlande 004931-10130	D0403	2
BRG.10871	Bearing.Bearing Safety Cap 035 KA SK 07 B.Vanderlande 004931-11035	D0303	1
BSHG.10014	Taper Lock Bush 2012 x 1 7/16 DODGE# 119256	D0204	2
BSHG.10037	Taper Lock Bush 1610 x 1 3/8.DODGE 117085	D0204	2
BSHG.10042	Taper Lock Bush 2012 x 1 11/16, 117093	D0204	2
BSHG.10151	BSHG.BUSHING.TAPERLOCK BUSHING.1210 X 1 1/4"	D0204	2
BSHG.10174	Bushing.Tri Excentre Distance Bushing.006881-04512	A0204	12
BSHG.10175	Bushing.Tri Excentre Lock Bushing.006881-04512	A0204	12
BSHG.10176	Bushing Oil Free Misumi.N06520-0001	D0303	3
BSHG.10180	Bushing.1610 x 1.Vanderlande	D0204	2
BSHG.10181	Bushing.Oil Free Misumi Bushing.Vanderlande N06520-00001	D0303	2
BSHG.10182	Bushing.Oil Free Misumi Bushing #MPFZ30-40.Vanderlande N06520-00001	D0303	1

**APPENDIX "VII"
TERMINAL D SPARE PARTS**

Part	Part Desc	Bin	QTY
CNVYRS.10083	CNVYRS.POWER FLEX.4.22A-D4PON104	F0104	1
CNVYRS.10386	CNVYRS.ENCODER.SICK ENCODER.7102804	F0102	0
CNVYRS.10550	CNVYRS.DAMPENER.VIBRATION ISOLATION MOUNT.No 207-04350-101	*	4
CNVYRS.12065	Conveyance Part.Chain Attachment Link Kit # 50	D0101	25
CNVYRS.12066	Conveyance Part.Belt Assembly.48C39.F45..PVOP.115.5L	G0101	1
CNVYRS.12068	Conveyance Part.Belt Assembly.48C39.F90.27T.PVOP.228L.12ED 27T	G0101	1
CNVYRS.12070	Conveyance Part.Belt Assembly.48C39.SP90.SR 228L.16ED.27T	G0101	1
CNVYRS.12071	Conveyance Part.Belt Assembly.48C39.F90.27T.PVOP 227L	G0101	1
CNVYRS.12072	Conveyance Part.Belt Assembly.48C39.SP90.SR 230L.24ED.27T	G0101	1
CNVYRS.12073	Conveyance Part.Belt Assembly.48C39.F30.PVOP.78L	G0101	1
CNVYRS.12074	Conveyance Part.Belt Assembly.20HS39.SR158L.9ED.40T	G0101	1
CNVYRS.12075	Conveyance Part.Belt Assembly.48C39.SP90.SR.233L.36ED.27T	G0101	1
CNVYRS.12076	Conveyance Part.KB SPROCKET.50B27F.1 7/16.KW A TF	D0203	2
CNVYRS.12077	Conveyance Part.KB SPROCKET.50BTL27H.A TF.040937	D0103	2
CNVYRS.12078	Conveyance Part.KB SPROCKET.50B40F.1 7/16.KW A TF	D0102	1
CNVYRS.12079	Conveyance Part.KB BEARING.FL 2B.1 7/16.SFT-23.ECC RGR	D0102	3
CNVYRS.12080	Conveyance Part.KB BEARING.FL 3B.1 7/16.FB-23.ECC RGR	D0102	4
CNVYRS.12082	Conveyance Part.Upper Guide Assembly.C f45.58-3/8L	H0101	1
CNVYRS.12083	Conveyance Part.Upper Chain Guide Kit.12 Foot	D0103	1
CNVYRS.12084	Conveyance Part.Chain Guide Kit.PT48-QS	H0101	1
CNVYRS.12085	Conveyance Part.Chain Guide Kit.PT32-QS	D0103	1
CNVYRS.12086	Conveyance Part.Upper Chain Guide Kit.SP32U	H0101	1
CNVYRS.12087	Conveyance Part.Upper Chain Guide Kit.SP48U	H0101	1
CNVYRS.12088	Conveyance Part.Upper Chain Guide Kit.4 Foot	H0101	1
CNVYRS.12089	Conveyance Part.Upper Chain Guide Kit.6 Foot	H0101	1
CNVYRS.12090	Conveyance Part.Upper Chain Guide.SP64U	H0101	1
CNVYRS.12091	Assembly.Wheel Pressure Unit (2 Wheel).0L0439-00002	A0201	1
CNVYRS.12092	Assembly Tension Pulley.250mm.0L8343-00001	A0202	1
CNVYRS.12093	Assembly.Pressure Roll.0L8344-00001	A0201	3
CNVYRS.12094	Assembly Wheel 90.0L8342-00001	A0202	39
CNVYRS.12095	Assembly.Wheel Pressure Unit (3 Wheel).0L0439-00003	A0201	2
CNVYRS.12096	VBelt 3492-PL-12.Rippen Belt.004888-34923	A0202	1
CNVYRS.12097	Assembly Slat Connector-011308-233	A0204	80
CNVYRS.12098	Channel Connection (TT).006881-00205	A0303	5
CNVYRS.12099	Brush For SPO (Left Side).006881-30230	A0303	1
CNVYRS.12100	Brush For SPO (Right Side).006881-30231	A0303	1
CNVYRS.12101	Triplanar Wheel 55.600422 TP.OK4508-00002	A0203	0
	Triplanar Wheel 55.600422 TP.OK4508-00002	A0303	10

APPENDIX "VII"
TERMINAL D SPARE PARTS

Part	Part Desc	Bin	QTY
CNVYRS.12102	Tension Roll.50mm.OP9794-00001	A0303	6
CNVYRS.12103	Clutch.Versisorter Clutch.Free Wheel GFR-35-F1F2K.004903-00035	A0302	2
CNVYRS.12104	Cladding Connection Tf/TT.006881-00141	A0302	5
CNVYRS.12105	Guiding Rail with Carrier.N04934-00401	A0402	2
CNVYRS.12106	Ring.Retaining Ring for Bushing SHT40.004905-10040	A0403	1
CNVYRS.12107	Seal for ball Joint CD20.004906-00620	A0403	5
CNVYRS.12108	Seal for ball Joint CD25.004906-00625	A0403	1
CNVYRS.12109	Lock Ring Engine #LRM42 x 1.5.N03804-60001	A0403	2
CNVYRS.12110	Urethane Stricker Cap Engine.N03804-70001	A0404	3
CNVYRS.12111	Shocker Absorber Engine.OEMXT.N03804-80001	A0404	2
CNVYRS.12113	Ring Retaining Shaft A20.DIN471CK75.002745-0020	A0302	10
CNVYRS.12114	Guide Chain Guide Kit.PTC18-QS.500205	D0103	1
CNVYRS.12115	Assembly.Central Shaft Divert.N53301-003	D0201	1
CNVYRS.12116	Assembly.Driving Pulley Assy.N55301-007	D0201	1
CNVYRS.12117	Assembly.Driving Pulley Assy.N55301-008	D0201	1
CNVYRS.12118	Blade.Shaft Diverter Blade.N55301-317	D0201	1
CNVYRS.12119	Sweep.Rubber Sweep.N55301-689	D0201	1
CNVYRS.12120	Assembly Welding Assembly Crank Mechanism.N55301-302	D0202	1
CNVYRS.12121	Mounting Block Guide Rail.N55301-363	D0202	1
CNVYRS.12122	Chain Conn Sim.DIN8187-08B-1.004821-03102	D0302	1
CNVYRS.12123	Chain for Take Up.059005-024-02413	D0302	1
CNVYRS.12124	Chain Sim DIN8187-08B-1.004821-10102	D0302	5
CNVYRS.12125	Bearing Safety Cap 35.004931-11035	D0303	1
CNVYRS.12126	Ball Joint GAL20UK-53-DIN648E.004931-00053	D0403	4
CNVYRS.12127	Ball Joint GAL20UK-64-DIN648E.004931-0064	D0403	2
CNVYRS.12128	BBal Self Aligning DBL23061.004938-23063	D0403	2
CNVYRS.12129	Roller.#50 Driven Roller with Spring.001022-00618	E0103	1
CNVYRS.12130	Roller.#50 Driven Roller with Spring.001022-00316	E0103	1
CNVYRS.12131	Belt Assembly 48C39 F90 27T PVOP 115.5L 553492	G0101	1
CNVYRS.12142	CNVYRS.Assembly.St.ST Slat TT CW.OL8322-00001	C0101	10
CNVYRS.12143	CNVYRS.Assembly.Tilted Carrier 25 Degree Width=1200 Clock.OL8329-00001	C0101	20
CNVYRS.12144	CNVYRS.Assembly.2D Chain.L=1010MM.OL8340-00004	C0101	3
CNVYRS.12145	CNVYRS.Steel Slat TT Clockwise.OP8341-00001	A0303	27
CNVYRS.12146	CNVYRS.Pin.Vertical Chain Pin.OP9754-00001	A0303	5
CNVYRS.12147	CNVYRS.Tape.Hogedruk PE Tape.W=19 mm.L= 16.5m.004450-05423	A0303	2
CNVYRS.12148	CNVYRS.Element.Rosta Tension Element.004785-00018	A0201	6
CNVYRS.12149	CNVYRS.Slat.Side Slat.Clockwise Flame Retarded.470 x 155.T300NZ.006881-00128	C0101	28
CNVYRS.12150	CNVYRS.O-Ring.O-Ring 43.4 x 3.6 NBR 70 Degree SH A.006881-03825	A0302	6

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Part	Part Desc	Bin	QTY
CNVYRS.12151	CNVYRS.S 67 DV100M4/2.20/41/M6A/0/230-460/60HZ/SP.0MSCH.9PKLB.010081-20346	E0101	1
CNVYRS.12156	Conveyance Part.LMS 200-S60 Serial Number 10380021	F0106	1
CNVYRS.12157	Conveyance Part.MHI BDS SYSTEM Serial Number 10363340	F0106	0
CNVYRS.12161	Conveyance Part.Control Unit,3-12 amp,24 VDC.Vanderlande LUCM12BL	D0402	1
CNVYRS.12162	Conveyance Part.Spring Guide.Vanderlande 31090	D0402	4
CNVYRS.12163	Conveyance Part.Washer.Vanderlande 30409	D0402	4
CNVYRS.12164	Conveyance Part.Tension Bearing.NSTU-SXR-107-NL.Vanderlande N04931-00107	D0204	4
CNVYRS.12165	Conveyance Part.Bearing.2-Bolt Flange Bearing.F2B-SXR-107-NL.Vanderlande	D0304	4
CNVYRS.12166	Conveyance Part.Bearing.FC-SXR-111-ABHS.Vanderlande	D0304	2
CNVYRS.12167	Conveyance Part.Roller.Return Roller.3 1/2 Dia x 11/16	H0102	2
CNVYRS.12168	Conveyance Part.Chain.RC600.5 foot & #60 Spring.5 foot long	D0404	1
CNVYRS.12170	Conveyance Part.Brake Rectifier SEW BMK1.5.Vanderlande N09304-00001	F0104	1
CNVYRS.12171	Conveyance Part.Dynamic Brake Resistor SEW.Vanderlande N09304-00002	F0104	2
CNVYRS.12172	Conveyance Part.VFD SEW MC07B0022-5A3-4-00.Vanderlande N09304-00003	F0104	1
CNVYRS.12173	Conveyance Part.Assembly Central Shaft Divert.Vanderlande N55301-003	D0201	1
CNVYRS.12174	Conveyance Part.Guiding Rail with Carrier.Vanderlande N04934-00401	A0402	2
CNVYRS.12175	Conveyance Part.Mounting Block Guiding Rail.Vanderlande N55301-636	D0202	1
CNVYRS.12176	Conveyance Part.Chain Conn Sim DIN8187-08B-1 Type 26.Vanderlande 004821-03102	D0302	1
CNVYRS.12177	Conveyance Part.Chain Sim DIN8187-08B-1 Take Up.Vanderlande 004821-10102	D0302	5
CNVYRS.12178	Conveyance Part.Special Chan for Take Up.Vanderlande 059005-024-02413	D0302	1
CNVYRS.12179	Conveyance Part.SA 47 DT 80K 4/0 0.55/117/M2A/KIP3/90/230-460B.000041-11172	E0102	1
CNVYRS.12180	Conveyance Part.SA 47 DT 80K 4/0 0.55/117/M4A/KIP3/90/230-460B.000042-11174	E0102	1
CNVYRS.12181	Conveyance Part.SH 57T DT 80n 4/ 0.55/117/M4B/0/230-460/BSR460.000053-30435	E0102	1
CNVYRS.12182	Conveyance Part.Roller.50 Driven Roller With Spring St/HEX EL=316mm.001022-00316	E0103	1
CNVYRS.12183	Conveyance Part.Roller.50 Driven Roller With Spring St/HEX EL=618mm.001022-00818	E0103	1
CNVYRS.12184	Conveyance Part.Spring Comp GSC 5.0 x 25.0 x 60 DIN 17223-1 1200.001690-50060	A0303	2
CNVYRS.12185	Conveyance Part.Ball Joint GAL20UK-53 DIN648E CR/PTFE (M20 x 1,5L).004937-00053	D0403	2
CNVYRS.12186	Conveyance Part.Ball Joint GAR20UK-53 DIN648E CR/PTFE (M20 x 1,5R).004937-00054	A0204	2
CNVYRS.12187	Conveyance Part.Ball Joint GAL25UK-64 DIN648E CR/PTFE (M24 x 2).004937-00064	D0403	2
CNVYRS.12188	Conveyance Part.BBall Self Aligning Dbl 2306/2RS-TV-30 ISO15-1981.004938-23063	D0403	2
CNVYRS.12193	Conveyance Part.Upper Guide Assembly CF 90 128-1/8L Portec# 600220	H0101	0
CNVYRS.12211	Conveyance Part.Cable P29487-M3	I0101	3
CNVYRS.12212	Conveyance Part.Cable P29487-M1	I0101	3
CNVYRS.12213	Conveyance Part.Seal.Inner Seal 00173614	A0403	0
CNVYRS.12214	Conveyance Part.Seal.Outer Seal 0017761X	A0403	0
CNVYRS.12215	Conveyance Part.Cable P29487-M2	I0101	2
CNVYS.12098	Ring Retainer Shaft A20.DIN471C75.002746-0020	A0302	10
CONT.10061	CONT.Control Part.Micrologix 1000 Controller.Vanderlande N09311-00008	F0103	1

APPENDIX "VII"
TERMINAL D SPARE PARTS

Part	Part Desc	Bin	QTY
ELEC. 11040	ELEC.SWITCH.PUSH BUTTON SWITCH.800T-A1D1	I0104	1
ELEC. 13000	ELEC.POINT I/O DEVICENET COMM UNIT. 1734-ADNX	I0104	2
ELEC. 13001	ELEC.POINT I/O MODULE 8-PT DC INPUT. 1734-IB8	I0102	2
ELEC. 13002	ELEC.POINT I/O MODULE 8-PT DC ONPUT. 1734-OB8E	I0102	2
ELEC. 13003	ELEC.POINT I/O POWER MODULE. 1734-FPD	I0104	1
ELEC. 13004	ELEC.POINT I/O TERMINAL BASE 1734-TB	I0102	1
ELEC. 13005	ELEC.FUSE.LP-CC-6.6 AMP.600 VOLT.CLASS CC	I0102	3
ELEC. 13006	ELEC.FUSE.LPJ-30.30 AMP.600 VOLT.CLASS J	I0102	3
ELEC. 13007	ELEC.POINT I/O MODULE.4 POINT DC INPUT. 1734-IB4	I0102	1
ELEC. 13008	ELEC.CN2DN MODULE. 1788-CN2DN	I0102	2
ELEC. 13009	ELEC.CIRCUIT BREAKER.U1489.15 AMP.1 POLE. 1492-SPU1B150	I0102	2
ELEC. 13010	ELEC.CIRCUIT BREAKER.U1489.4 AMP.1 POLE. 1492-SPU1B040	I0102	2
ELEC. 13011	ELEC.CIRCUIT BREAKER.2 AMP. 1492-GH020	I0102	2
ELEC. 13012	ELEC.CIRCUIT BREAKER.5 AMP. 1492-GH050	I0102	2
ELEC. 13013	ELEC.CIRCUIT BREAKER.10 AMP. 1492-GH100	I0103	2
ELEC. 13014	ELEC.POWER SUPPLY.24VDC.10 AMP.SDN10-24-100P	I0103	2
ELEC. 13015	ELEC.POWER SUPPLY.24VDC.3.8 AMP.1606-XLSDNET4	I0104	1
ELEC. 13016	ELEC.RELAY 4 POLE 24 VDC.700DC-P400Z24	I0103	4
ELEC. 13017	ELEC.PUSH BUTTON RED ILLUMINATION MAINT 24 VOLT. 1NO/1NC.800T-FXQH24RA	I0104	1
ELEC. 13018	ELEC.PILOT LIGHT.AMBER.24 VDC.800T-QH24A	I0104	1
ELEC. 13019	ELEC.PUSH BUTTON STATION.3-PB DEVICENET	I0103	1
ELEC. 13020	ELEC.FUSE.LP-CC-15.15 AMP.600 VOLT.CLASS CC.LP-CC-15	I0102	2
ELEC. 13021	ELEC.PHOTO EYE.DEVICENET.42GNU9220QD	I0101	5
ELEC. 13022	ELEC.PHOTO EYE.ALLEN BRADLEY.42GNU-9220-QD	I0101	9
ELEC. 13023	ELEC.PHOTO EYE.ALLEN BRADLEY.42GPU-9001-QD	I0101	5
ELEC. 13024	ELEC.PHOTO EYE.ALLEN BRADLEY.872C-DSNP18-N4	I0101	4
ELEC. 13025	ELEC.CONTROL PANEL-SOLA POWER SUPPLY.SON2.5 5-24-100P 24-8V	I0105	1
ELEC. 13026	ELEC.SOLA POWER SUPPLY.SON 5-24-480	I0103	1
ELEC. 13027	ELEC.SOLA POWER SUPPLY.SON 10-24-100P.24-28V	I0103	1
ELEC. 13028	ELEC.ALLEN BRADLEY POWER SUPPLY.1606-XL SO NET4 24 VOLT	I0104	1
ELEC. 13029	ELEC.ALLEN BRADLEY CONTROL NET DEVICENET.1788-CN2DN A	I0102	1
ELEC. 13030	ELEC.ALLEN BRADLEY MODULE.1734-0W4	I0102	1
ELEC. 13031	ELEC.ALLEN BRADLEY MODULE.1734-IB2	I0102	1
ELEC. 13032	ELEC.ALLEN BRADLEY MODULE.1431-FPD	I0102	1
ELEC. 13033	ELEC.ALLEN BRADLEY MODULE.1788-CN2DN A	I0102	1
ELEC. 13034	ELEC.ALLEN BRADLEY TERMINAL BUSS.1732D-8X81212D	I0102	1
ELEC. 13035	ELEC.ALLEN BRADLEY TERMINAL BUSS.17322D-IB8M12	I0102	1
ELEC. 13036	ELEC.ALLEN BRADLEY CABLE.889D-M5AC-2	I0101	2

APPENDIX "VII"
TERMINAL D SPARE PARTS

Part	Part Desc	Bin	QTY
ELEC. 13037	ELEC. ALLEN BRADLEY CABLE. 889N-R4AFC-6F	I0104	2
ELEC. 13038	ELEC. MOTOR STARTER. LUB12	I0104	1
ELEC. 13039	ELEC. COMMUNICATION ADAPTER DEVICENET. LULC09	I0105	1
ELEC. 13040	ELEC. CONTROL UNIT 3-12 AMP. 24 VDC. LICM12BL	I0105	1
ELEC. 13041	ELEC. SOFT START. 7.5 HORSEPOWER. ATSU01N212LT	I0104	1
ELEC. 13042	ELEC. 4-PORT ETHERNET SWITCH. SPIDER 4TX/1FX	I0104	1
ELEC. 13043	ELEC. MODULE. LUCD05BL	I0105	1
ELEC. 13044	ELEC. MODULE. LUB12	I0104	1
ELEC. 13045	ELEC. MODULE. LUCA12BL	I0105	1
ELEC. 13046	ELEC. MODULE. LULC09	I0105	1
ELEC. 13047	ELEC. PHOENIX CONTACT INTERFACE CONVERTER. PSM-ME-RS232/TTY-P	F0104	1
ELEC. 13048	ELEC. SEW MOVITRAC. MC07B0022-SA3-4-00	I0104	1
ELEC. 13049	ELEC. SEW EURODRIVE. MFD21A/MM1SC/Z38GO/BW	D0404	1
ELEC. 13050	ELEC. SEW EURODRIVE. MFD21A/MM1SC/Z38GO/AGX	D0404	1
ELEC. 13051	ELEC. SEW EURODRIVE. MFD21A/MM22C/Z38GO/BW/AGXI	F0107	1
ELEC. 13052	ELEC. SEW EURODRIVE. MFD21A/MM22C/Z38GO/AGI	F0107	1
ELEC. 13053	ELEC. SEW EURODRIVE. MFD21A/MM30C/Z38GO/AG	F0107	1
ELEC. 13054	ELEC. SEW EURODRIVE. MFD21A/MM30C/Z38GO/BW/AGXI	F0107	1
ELEC. 13055	ELEC. SEW CABLE. 05930766-IM	J0101	10
ELEC. 13056	ELEC. CABLE. 29620-M6	I0106	2
ELEC. 13057	ELEC. CABLE. 39620-M3	I0103	1
ELEC. 13058	ELEC. CABLE. 29620-M2	I0106	1
ELEC. 13059	ELEC. CABLE. 29620-MI	I0106	2
ELEC. 13060	ELEC. DIVICENET (ENCODER). OCD-D2B1B-0012-CIOO-O	I0101	0
ELEC. 13061	ELEC. SICK ENCODER. DGS2S-SG00360	I0101	2
ELEC. 13062	ELEC. Lantronix Ethernet Modules. UDS1100. 6024931	F0101	1
ELEC. 13063	ELEC. Display Assembly Top Mount. 7123026	F0101	1
ELEC. 13064	ELEC. BDS Electrical Assembly with relays. 7123853	F0101	1
ELEC. 13065	ELEC. OTC Controller. 1017866	F0102	1
ELEC. 13066	ELEC. Can Cable (3 Meters). 6021165	F0102	1
ELEC. 13067	ELEC. Can Cable (0.7 Meters) 6021164	F0102	1
ELEC. 13068	ELEC. Y Cable to Eprom (0.4 Meters). 6027647	F0102	1
ELEC. 13069	ELEC. Tachometer. 7102804	F0102	1
ELEC. 13070	ELEC. Light Tree. 6036220	F0102	1
ELEC. 13071	ELEC. Photo Eye WL2000-B5300	F0102	2
ELEC. 13072	ELEC. Tachometer. 7127079	F0102	0
ELEC. 13073	ELEC. CLV 490. 1018872	F0103	1
ELEC. 13074	ELEC. Power Supply (24 VDC) 6020875	F0103	1

APPENDIX "VII"
TERMINAL D SPARE PARTS

Part	Part Desc	Bin	QTY
ELEC.13075	ELEC. Blower Fan with Cable.5001070	F0103	1
ELEC.13076	ELEC. Device Net Dinrail Interface Module.6021188	F0103	1
ELEC.13077	ELEC. Micrologix 1000 Controller.N09311-00008	F0103	1
ELEC.13078	ELEC. Brake Rectifier. Sew BMK1.5.N09304-00001	F0104	1
ELEC.13079	ELEC. Dynamic Brake Resistor. Sew.N09304-00002	F0104	1
ELEC.13080	ELEC. VFD SEW MC07B0022-5A3-4-00.N09304-00003	F0104	1
ELEC.13081	ELEC. Cloning Module With Blower Control.2030056	F0104	1
ELEC.13082	ELEC. Cloning Module With Blower Control and Resistor.2030054	F0104	1
ELEC.13083	ELEC. Motor Protector A-B 140M-CE2-B.N09311-00001	F0105	1
ELEC.13084	ELEC. Contactor A-B 100-M09NZ243,24.N09311-00002	F0105	1
ELEC.13085	ELEC. Relay 120 VAC Coil 11 Pin Round.N09311-00003	F0105	1
ELEC.13086	ELEC. Contactor 24 VDC Motor A-B 100C.N09311-00007	F0105	1
ELEC.13087	ELEC. Relay 24 VDC Coil, 3 Pole.N09311-00009	F0105	1
ELEC.14010	Electrical Item. Power Supply. 480 VAC - 24 VDC. Allen Bradley 1606-XL240E-3	A0205	1
ELEC.14011	Electrical Item. Fuse. Gould Type CC. ATDR15. 15 Amp	D0402	6
ELEC.14034	Electrical Item. ABZ100K09ZJ10 MCS-Mini Contctr 9A. Vanderlande 100-K09ZJ	D0303	1
ELEC.14035	Electrical Item. Motor Protector A/B 140M-CE2-B. Vanderlande N09311-00001	F0105	1
ELEC.14036	Electrical Item. Relay 120 VAC Coil 11 Pin Round A/B 700-HA33A1.N09311-00003	F0105	1
ELEC.14037	Electrical Item. Contactor 24 VDC Motor A/B 100C-09DJ10.N09311-00007	F0105	1
ELEC.14038	Electrical Item. Relay 24 VDC Coil 3 Pole A/B 700-HB33Z24.N09311-00009	F0105	1
ELEC.14311	ELECTRICAL ITEM. HP 146GB 15K RPM 3.5" SINGLE PORT SAS HARD DRIVE	I0101	1
ELEC.14312	ELECTRICAL ITEM. HP 72GB 15K RPM 2.5" DUAL PORT SAS HARD DRIVE	I0101	2
ELEC.14344	ELECTRICAL. 10A 600V TD DUAL ELEM CLA.	A0403	4
ELEC.15352	ELECTRICAL ITEM. PHOTOEYE ALLEN BRADLEY 42GNU-9220-QD DN29	I0101	4
FASTNR.10228	Fastner. Pin Pack. For Belting Lacing. 0.093	G0102	0
FREIGHT	FREIGHT	*	5
FSTNR.10030	FSTNR. LACING. CLIP. UX1S12	G0102	3
FSTNR.10033	FSTNR. LACING. CLIP. U2C12	G0102	3
FSTNR.10214	Fastner. Spring Carrier Bolt 2-D Chain Triplanar.001693-41011	A0302	5
FSTNR.10223	Fastner. Pin. Lacing Pin. Nylon Steel. #25 x 12 inch	G0101	3
FSTNR.10224	Fastner. Pin. Lacing Pin. Nylon Steel. #13 x 12 inch	G0102	3
FSTNR.10225	Fastner. Clipper. Lacing UX1 36 inch strips	A0301	20
	Fastner. Clipper. Lacing UX1 36 inch strips	G0102	0
FSTNR.10226	Fastner. Pin. Box .065 x 100 foot Nylon Coated	G0102	1
FSTNR.10227	Fastner. Pin Pack. For Belting Lacing. 0.065	G0102	0
FSTNR.10228	Fastner. Pin Pack for Belt 0.093	E0101	1
FSTNR.10229	Fastner. Belt Lacing. U2SP. Stainless Steel Unibar	A0301	5
	Fastner. Belt Lacing. U2SP. Stainless Steel Unibar	G0101	0

APPENDIX "VII"
TERMINAL D SPARE PARTS

Part	Part Desc	Bin	QTY
FSTNR.10230	Fastner.Washer.Thrust Washer.Oil Free Misumi	D0402	1
FSTNR.10238	Fastner.Lock Ring.Lock Ring Enidine # LR M42x1.5,VanderLande N03804-60001	D0203	2
FSTNR.10239	Fastner.Cap.Urethane Stricker Cap Enidine.VanderLande N03804-70001	A0404	3
FSTNR.10240	Fastner.Absorber.Shock Absorber Enidine # OEMXT.VanderLande N03804-80001	A0404	2
FSTNR.10241	Fastner.Hinge.Hinge Bush Maedier #55-30-94.VanderLande N03805-80001	D0302	3
HVAC.10840	HVAC.Blower Fan Filter.4028998	D0401	96
MOT.10243	Motor.SA47 DT 80K 4/0 55/117.000042-11174	E0102	1
MOT.10244	Motor.SH57/T DT80N4/BMG/HR.000053-30435	E0102	1
MOT.10245	Motor.Helical Worm Geared Motor.SA47.000042-11172	E0102	1
MOT.10249	Motor.Motor/Gear Box.KT47TDT90L4BMG2HRTHASA4	E0101	1
MOT.10250	Motor.Motor/Gear Box.KT67TDT100LS4BMG4HRTHASA4	E0101	1
MOT.10251	Motor.Motor/Gear Box.KT67TDT100L4BMG4HRTHASA4	E0101	1
MOT.10252	Motor.Motor/Gear Box.R37FDT90L4THASA4	E0101	1
MOT.10253	Motor.Motor/Gear Box.KT67TDT100LS4THASA4 D=1.687	E0101	1
MOT.10254	Motor.Motor/Gear Box.R47FDT100LS4BMG2HRTHASA4	E0101	1
MOT.10255	Motor.Motor/Gear Box.KT47TDT90L4 D=1.4375	E0101	1
MOT.10256	Motor.Motor/Gear Box.KT47TDT90L4THASA4 D=1.437	E0101	1
MOT.10257	Motor.Motor/Gear Box.Sew Eurodrive Gear Motor Torolo 3.0 HP 3 PH 60 HZ 230/460V	E0101	1
MOT.10258	Motor.Motor/Gear Box.Sew Eurodrive Gear Motor Torolo 1.4375 Bore 10.03:1 Ratio	E0101	1
MOT.10260	Motor/Gearbox.KT57DRE100L4/MI/ATH Motor/Gear Box.Vanderlande	E0101	0
PULL.10179	Pulley.4 Take Up Pulley.38 Face x 46 Shaft	H0102	2
PULL.10180	Pulley.4 Snub Pulley.38 Face x 44 Shaft	H0102	2
PULL.10181	Pulley.4 Drive Pulley.6 3/4 * 38 face	H0102	2
PULL.10182	Pulley.6 Head/Tail Pulley - 32 Face x 44	H0102	2
PULL.10183	Pulley.8 3/4 Drive Pulley - Face x 58	H0102	1
PULL.10184	Pulley.8 3/4 Drive Pulley - 38 Face x 56	H0102	1
PULL.10185	Pulley.4 Take Up Pulley.44 Face x 52 Shaft	H0102	1
PULL.10186	Pulley.4 Snub Pulley - 44 Face x 50 Shaft	H0102	2
PULL.10187	Pulley.6 3/4 Drive Pulley - 44 Face	H0102	1
PULL.10188	Pulley.6 Head/Tail Pulley 38 face x 50 shaft	H0102	1
PULL.10189	Pulley.45 Degree Merge Drive Pulley.0500701-991-7	H0102	2
PULL.10190	Pulley.45 Degree Merge Drive Pulley.0500702-991-7	H0102	2
PULL.10191	Pulley.45 Degree Merge Drive Pulley.0500713	H0102	2
PULL.10192	Pulley.Driving Pulley Assembly.Vanderlande N55301-007	D0201	1
PULL.10193	Pulley.Driving Pulley Assembly.Vanderlande N55301-008	D0201	1
PULL.10194	Pulley.Drive Pulley 100.Vanderlande 0L0789-01318	C0101	1
PULL.10195	Pulley.Tension Pulley 072 L=1330.Vanderlande 0L 1598-01330	C0101	0
	Pulley.Tension Pulley 072 L=1330.Vanderlande 0L 1598-01330	H0103	1

APPENDIX "VII"
TERMINAL D SPARE PARTS

Part	Part Desc	Bin	QTY
PULL.10196	Pulley.Snubber Pulley Assembly 72 L = 1243.Vanderlande 0L 9971-01243	A0103	0
	Pulley.Snubber Pulley Assembly 72 L = 1243.Vanderlande 0L 9971-01243	H0103	1
PULL.10197	Pulley.ETU Pulley 100 Crowned Baggage.Vanderlande 011290-477-01056	H0103	1
PULL.10198	Pulley.Take Up Pulley 103 Crowned A = 1027 mm.Vanderlande 011507-605-11027	A0102	0
	Pulley.Take Up Pulley 103 Crowned A = 1027 mm.Vanderlande 011507-605-11027	H0103	1
PULL.10199	Pulley.Take Up Pulley 71.Vanderlande 011507-611-01170	A0101	1
RDCR.10277	Reducer.C-Faced Hollow Shaft 24:1 73 RPM 215-DFT90L4-001	H0102	1
SPRKT.10084	Sprocket 60BTL15H 1610 (100566)	D0304	1
SPRKT.10174	SPROCKET.60BLT29H-2012.Vanderlande	D0304	1
SPRKT.10175	Sprocket.60BTL14H-1210.Vanderlande	D0204	1
SPRKT.10176	Sprocket.60BTL31H-2012.Vanderlande	D0204	1
STRU.10531	STRU.DIFFERENTIAL.FOR TUBE MOTOR DMI (MOT.10228)	*	1
STRU.10565	Structure.Loctite 243.Nutlock.50ml.007232-00242	A0302	1
STRU.10566	Hinge Brush Maedler # 55-30-94.N03805-80001	D0302	3
STRU.10585	Structure.Welding Assembly Crank Mechanism.Vanderlande N55301-302	D0202	0
STRU.10586	Structure.Shaft Divert Blade.Vanderlande N55301-317	D0201	1
STRU.10587	Structure.Welding Assembly Crank Mechanism.Vanderlande N55301-302	D0202	1
STRU.10588	Structure.Rubber Sweep.Vanderlande N55301-689	D0201	1
STRU.10589	Structure.Ring Retainer CBush SHT40.Vanderlande 004905-10040	A0403	1
STRU.10590	Structure.Seal for Ball Joint CD20 Puhr MH24-45.Vanderlande 004906-00620	A0403	5
STRU.10591	Structure.Seal for Ball Joint CD25 Puhr MH24-45.Vanderlande 004906-00625	A0403	1
STRU.10592	Structure.Tubing 1/2 inch OD x 3/8 inch ID Clear Vinyl Tubing	A0103	0.5
VBELT.10190	VBelt.Upper VBelt for VanderLande Diverter.VanderLande N04506-41807	D0203	3
VBELT.10191	VBelt.Lower VBelt for VanderLande Diverter.VanderLande N04503-42282	D0203	2
VBELT.10192	VBelt.OptiBelt # SPA L=1807 MM.VanderLande N04503-41807	D0203	2
VBELT.10193	VBelt.OptiBelt # SPA L=2282 MM.VanderLande N04503-42282	D0203	3

EXHIBIT I - OFFER AND SUBMITTAL
SOLICITATION NO.: S17-T24672

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Proposer – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Proposer: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Proposer: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S17-T24672

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.: S17-T24672

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 THE 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”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S17-T24672**

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

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

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

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

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

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

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

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

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

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

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S17-T24672**

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE 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 (“the Director”).
2. _____ (M/WBE 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 nor 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.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. 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 at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: MAYOR’S OFFICE OF BUSINESS OPPORTUNITY M/WBE
UTILIZATION REPORT
SOLICITATION NO.: S17-T24672**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUBVENDOR 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 – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672**

For the prices quoted, Contractor shall furnish all necessary management, supervision, labor, parts, materials, consumables, equipment, diagnostics, lubricants, tools, instruments, reports, transportation, insurance, sub-contracts, bonds, incidentals and other associated baggage handling and aircraft support equipment and appurtenances to perform the Work as specified in the Agreement.

All quantities listed are estimated quantities for budgetary purposes only. The actual quantities may be higher or lower than any estimates, and Contractor shall be paid only for actual Work performed, subject to prior HAS direction and approval.

YEARS (1-5) BID TOTAL SUMMARY "B-1"

YEAR ONE RATES - BID TOTAL SUMMARY

I-a.	Total Basic Services (IAH)	\$ _____
I-b.	Total Basic Services (HOU)	\$ _____
II-a.	Total Other Work/Services (IAH)	\$ _____
II-b.	Total Other Work/Services (HOU)	\$ _____

TOTAL BASIC SERVICES & OTHER WORK /SERVICES YEAR ONE RATES (IAH)&(HOU)

\$ _____

YEAR TWO RATES - BID TOTAL SUMMARY

I-a.	Total Basic Services (IAH)	\$ _____
I-b.	Total Basic Services (HOU)	\$ _____
II-a.	Total Other Work/Services (IAH)	\$ _____
II-b.	Total Other Work/Services (HOU)	\$ _____

TOTAL BASIC SERVICES & OTHER WORK /SERVICES YEAR TWO RATES (IAH)&(HOU)

\$ _____

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

YEAR THREE RATES - BID TOTAL SUMMARY

I-a. Total Basic Services (IAH) \$ _____
 I-b. Total Basic Services (HOU) \$ _____
 II-a. Total Other Work/Services (IAH) \$ _____
 II-b. Total Other Work/Services (HOU) \$ _____

TOTAL BASIC SERVICES & OTHER WORK / SERVICES YEAR THREE RATES (IAH) & (HOU)

\$ _____

YEAR FOUR (OPTION YEAR 1) RATES – BID TOTAL SUMMARY

I-a. Total Basic Services (IAH) \$ _____
 I-b. Total Basic Services (HOU) \$ _____
 II-a. Total Other Work/Services (IAH) \$ _____
 II-b. Total Other Work/Services (HOU) \$ _____

TOTAL BASIC SERVICES & OTHER WORK /SERVICES OPTION YEAR 1 RATES (IAH)&(HOU)

\$ _____

YEAR FIVE (OPTION YEAR 2) RATES - BID TOTAL SUMMARY

I-a. Total Basic Services (IAH) \$ _____
 I-b. Total Basic Services (HOU) \$ _____
 II-a. Total Other Work/Services (IAH) \$ _____
 II-b. Total Other Work/Services (HOU) \$ _____

TOTAL BASIC SERVICES & OTHER WORK /SERVICES OPTION YEAR 2) RATES (IAH)&(HOU)

\$ _____

FIVE YEAR GRAND TOTAL

\$ _____

THE ABOVE RATES ARE "SUMMARY "ROLL-UP" PRICING" FROM ATTACHED PAGES OF THE PRICING AGREEMENT.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

I. YEAR ONE – (IAH) BASIC SERVICES

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	21,500 lf.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Planned Systems per Appendix "j"	8,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	4,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-3 above)
									\$ _____
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	32 Ea.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	5 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost per Portable Turbo-Way Ramp	1 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____

4. Flat Fee for Hardstand Operators/ Agents – Min. 4 staff (Hrs. 18/7)	1 lot		N/A		\$ _____	X	12	=	\$ _____
5. After Hours Hardstand Operator/Agent	5 Hrs.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-5 above)
									\$ _____
C. Hardstand Equipment Per Month (Dedicated for 24/7)									
1. Bus	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
2. Mobile Stairways	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
3. Disabled Passenger Loading Bridges	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
4. 90KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____

**EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672**

YEAR ONE – (IAH) OTHER WORK/SERVICES

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (IAH) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

No.	Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
1.	Labor Cost - Technician	1200	X	\$ _____/hr.	=	\$ _____
	a. Labor Rate					
	Total Estimated Other Work / Services Labor Annual Costs					\$ _____

B. Estimated (IAH) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 198,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts & Materials Annual Costs (item B total)

C. INFOR MMS Migration (IAH)

Cost of INFOR MMS migration \$ _____

TOTAL ESTIMATED (IAH) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL ANNUAL COST (add A, B, & C) * \$ _____

* ENTER THE ABOVE ESTIMATED (IAH) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT– YEAR ONE RATES - BID TOTAL SUMMARY “B-1” ON PRICE LINE II-a.

II. YEAR ONE – (HOU) BASIC SERVICES

**EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672**

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (HOU) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
Labor Cost – Technician	250	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs					\$ _____

B. Estimated (HOU) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 50,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts/Materials Annual Costs (item B total)

C. INFOR MMS Migration (HOU)

Cost of INFOR MMS migration \$ _____

TOTAL ESTIMATED (HOU) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL * \$ _____
ANNUAL COST (add A, B, & C)

* ENTER THE ABOVE ESTIMATED (HOU) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT– YEAR ONE RATES - BID
TOTAL SUMMARY “B-1” ON PRICE LINE II-b.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

I. YEAR TWO – (IAH) BASIC SERVICES

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	21,500 lf.		N/A	=	\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Planned Systems per Appendix "I"	8,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	4,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____

Sub-Total (1-3 above) \$ _____

B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	32 Ea.		N/A	=	\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	5 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost per Portable Turbo-Way Ramp	1 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____

4. Flat Fee for Hardstand Operators/ Agents – Min. 4 staff (Hrs. 18/7)	1 lot		N/A	=	\$ _____	X	12	=	\$ _____
5. After Hours Hardstand Operator/Agent	5 Hrs.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____

Sub-Total (1-5 above) \$ _____

C. Hardstand Equipment Per Month (Dedicated for 24/7)									
1. Buses	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
2. Mobile Stairways	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
3. Disabled Passenger Loading Bridges	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
4. 90KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
5. 140KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

6. Pre-Conditioned Air Unit	1 Ea.	X	\$ _____/ea	= \$ _____	X	12	= \$ _____
7. Potable Water System	1 Ea.	X	\$ _____/ea	= \$ _____	X	12	= \$ _____

Sub-Total (1-7 above) \$ _____

(IAH) BASIC SERVICES TOTAL ITEMS (A+B+C) *\$ _____

* Enter the above (IAH) Basic Services Total Cost to the Pricing Agreement – Year Two Rates - Bid Total Summary "B-1" on price line I-a.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

YEAR TWO – (IAH) OTHER WORK/SERVICES

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (IAH) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

No.	Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
1.	<u>Labor Cost - Technician</u> a. Labor Rate	1200	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs						\$ _____

B. Estimated (IAH) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 198,000	X	_____ %	=	\$ _____
Total Estimated Other Work/Services Parts & Materials Annual Costs (item B total)					\$ _____

TOTAL ESTIMATED (IAH) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL * \$ _____
ANNUAL COST (add A & B)

* ENTER THE ABOVE ESTIMATED (IAH) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT – YEAR TWO RATES - BID
 TOTAL SUMMARY “B-1” ON PRICE LINE II-a.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

II. YEAR TWO – (HOU) BASIC SERVICES

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	750 lf.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	200 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-3 above)
									\$239,879.16
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	25 ea.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	5 ea.	X	\$ _____/ea.	=	\$ _____	X	12	=	\$ _____
• Chiller Plant									
• 400Hz Power									
3. Maintenance Cost for Portable Turbo-Way Ramp	1 ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-4 above)
									\$ _____
									* \$ _____

(HOU) BASIC SERVICES TOTAL ITEMS
(A & B)

* Enter the above (HOU) Basic Services Total Cost to the Pricing Agreement – Year Two Rates - Bid Total Summary “B-1” on price line I-b.

YEAR TWO – (HOU) OTHER WORK/SERVICES

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (HOU) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
Labor Cost – Technician	250	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs					\$ _____

B. Estimated (HOU) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 50,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts/Materials Annual Costs (item B total)

TOTAL ESTIMATED (HOU) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL * \$ _____
ANNUAL COST (add A & B)

*** ENTER THE ABOVE ESTIMATED (HOU) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT – YEAR TWO RATES - BID
TOTAL SUMMARY "B-1" ON PRICE LINE II-b.**

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

I. YEAR THREE – (IAH) BASIC SERVICES

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	21,500 lf.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Planned Systems per Appendix "I"	8,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	4,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
					Sub-Total (1-3 above)				\$ _____
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	32 Ea.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	5 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost per Portable Turbo-Way Ramp	1 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
4. Flat Fee for Hardstand Operators/ Agents – Min. 4 staff (Hrs. 18/7)	1 lot		N/A		\$ _____	X	12	=	\$ _____
5. After Hours Hardstand Operator/Agent	5 Hrs.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
					Sub-Total (1-5 above)				\$ _____
C. Hardstand Equipment Per Month (Dedicated for 24/7)									
1. Buses	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
2. Mobile Stairways	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
3. Disabled Passenger Loading Bridges	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
4. 90KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
5. 140KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

6. Pre-Conditioned Air Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
7. Potable Water System	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____

Sub-Total (1-7 above) \$ _____

(IAH) BASIC SERVICES TOTAL ITEMS (A+B+C) *\$ _____

* Enter the above (IAH) Basic Services Total Cost to the Pricing Agreement – Year Three Rates - Bid Total Summary “B-1” on price line I-a.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

YEAR THREE – (IAH) OTHER WORK/SERVICES

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (IAH) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

No.	Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
1.	<u>Labor Cost - Technician</u> a. Labor Rate	1200	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs						\$ _____

B. Estimated (IAH) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 198,000	X	_____ %	=	\$ _____
Total Estimated Other Work/Services Parts & Materials Annual Costs (item B total)					\$ _____

TOTAL ESTIMATED (IAH) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL ANNUAL COST (add A & B) * \$ _____

*** ENTER THE ABOVE ESTIMATED (IAH) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT – YEAR THREE RATES - BID TOTAL SUMMARY "B-1" ON PRICE LINE II-a.**

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

I. YEAR FOUR (OPTION YEAR 1) – (IAH) BASIC SERVICES

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	21,500 lf.		N/A	=	\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Planned Systems per Appendix "I"	8,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	4,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
					Sub-Total (1-3 above)				\$ _____
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	32 Ea.		N/A	=	\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	5 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost per Portable Turbo-Way Ramp	1 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____

4. Flat Fee for Hardstand Operators/ Agents – Min. 4 staff (Hrs. 18/7)	1 lot		N/A	=	\$ _____	X	12	=	\$ _____
5. After Hours Hardstand Operator/Agent	5 Hrs.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
					Sub-Total (1-5 above)				\$ _____
C. Hardstand Equipment Per Month (Dedicated for 24/7)									
1. Buses	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
2. Mobile Stairways	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
3. Disabled Passenger Loading Bridges	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
4. 90KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
5. 140KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

6. Pre-Conditioned Air Unit	1 Ea.	X	\$ _____/ea	= \$ _____	X	12	= \$ _____
7. Potable Water System	1 Ea.	X	\$ _____/ea	= \$ _____	X	12	= \$ _____

Sub-Total (1-7 above) \$ _____

(IAH) BASIC SERVICES TOTAL ITEMS (A+B+C) **+\$ _____**

* Enter the above (IAH) Basic Services Total Cost to the Pricing Agreement – Year Four (Option Year 1) Rates - Bid Total Summary "B-1" on price line I-a.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

YEAR FOUR (OPTION YEAR 1) – (IAH) OTHER WORK/SERVICES

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (IAH) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

No.	Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
1.	<u>Labor Cost - Technician</u>					
	a. Labor Rate	1200	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs						\$ _____

B. Estimated (IAH) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 198,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts & Materials Annual Costs (item B total)

TOTAL ESTIMATED (IAH) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL * \$ _____
ANNUAL COST (add A & B)

*** ENTER THE ABOVE ESTIMATED (IAH) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT – YEAR FOUR (OPTION YEAR 1)
RATES - BID TOTAL SUMMARY "B-1" ON PRICE LINE II-a.**

II. YEAR FOUR (OPTION YEAR 1) – (HOU) BASIC SERVICES

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	750 lf.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	200 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-3 above)
									\$239,879.16
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	25 ea.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	20 ea.	X	\$ _____/ea.	=	\$ _____	X	12	=	\$ _____
• Chiller Plant									
• 400Hz Power									
3. Maintenance Cost for Portable Turbo-Way Ramp	1 ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-4 above)
									\$ _____
									* \$ _____

(HOU) BASIC SERVICES TOTAL ITEMS
(A & B)

* Enter the above (HOU) Basic Services Total Cost to the Pricing Agreement – Year Four (Option Year 1) Rates - Bid Total Summary "B-1" on price line i-b.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (HOU) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
Labor Cost – Technician	250	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs					\$ _____

B. Estimated (HOU) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	<u>Est. Annual Expenditure</u>	X	<u>% Markup</u>	=	<u>Total Annual Cost</u>
Estimated Corrective Maintenance Parts & Materials	\$ 50,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts/Materials Annual Costs <i>(item B total)</i>

TOTAL ESTIMATED (HOU) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL * \$ _____
ANNUAL COST (add A & B)

* ENTER THE ABOVE ESTIMATED (HOU) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT – YEAR FOUR (OPTION YEAR 1) RATES - BID TOTAL SUMMARY "B-1" ON PRICE LINE II-b.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

I. YEAR FIVE (OPTION YEAR 2) – (IAH) BASIC SERVICES

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	21,500 lf.		N/A	=	\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Planned Systems per Appendix "I"	8,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	4,000 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
					Sub-Total (1-3 above)				\$ _____
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	32 Ea.		N/A	=	\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	5 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
3. Maintenance Cost per Portable Turbo-Way Ramp	1 Ea.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____

4. Flat Fee for Hardstand Operators/ Agents -- Min. 4 staff (Hrs. 18/7)	1 lot		N/A	=	\$ _____	X	12	=	\$ _____
5. After Hours Hardstand Operator/Agent	5 Hrs.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
					Sub-Total (1-5 above)				\$ _____
C. Hardstand Equipment Per Month (Dedicated for 24/7)									
1. Buses	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
2. Mobile Stairways	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
3. Disabled Passenger Loading Bridges	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
4. 90KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____
5. 140KVA Ground Power Unit	1 Ea.	X	\$ _____/ea	=	\$ _____	X	12	=	\$ _____

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

6. Pre-Conditioned Air Unit 1 Ea. X \$ _____/ea = \$ _____ X 12 = \$ _____

7. Potable Water System 1 Ea. X \$ _____/ea = \$ _____ X 12 = \$ _____

Sub-Total (1-7 above) \$ _____
(IAH) BASIC SERVICES TOTAL ITEMS (A+B+C) *\$ _____

* Enter the above (IAH) Basic Services Total Cost to the Pricing Agreement – Year Five (Option Year 2) Rates - Bid Total Summary "B-1" on price line I-a.

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

YEAR FIVE (OPTION YEAR 2) – (IAH) OTHER WORK/SERVICES

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (IAH) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

No.	Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
1.	<u>Labor Cost - Technician</u>					
	a. Labor Rate	1200	X	\$ _____/hr.	=	\$ _____
Total Estimated Other Work / Services Labor Annual Costs						\$ _____

B. Estimated (IAH) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	Est. Annual Expenditure	X	% Markup	=	Total Annual Cost
Estimated Corrective Maintenance Parts & Materials	\$ 198,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts & Materials Annual Costs (item B total)

TOTAL ESTIMATED (IAH) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL * \$ _____
ANNUAL COST (add A & B)

* ENTER THE ABOVE ESTIMATED (IAH) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT – YEAR FIVE (OPTION YEAR 2)/RATES - BID TOTAL SUMMARY "B-1" ON PRICE LINE II-a.

II. YEAR FIVE (OPTION YEAR 2) – (HOU) BASIC SERVICES

EXHIBIT III – SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

	Estimated Quantity	X	Unit Cost	=	Monthly Cost	X	Months	=	Annual Total
A. Baggage Handling Systems (Hrs. 24/7)									
1. Flat Fee for Baggage Handling Maintenance	750 lf.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Expansion/ Reduction (+/-) of Existing Systems	200 lf.	X	\$ _____/lf.	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-3 above)
									\$239,879.16
B. Aircraft Support Systems (Hrs. 24/7)									
1. Flat Fee for Passenger Loading Bridge Maintenance	25 ea.		N/A		\$ _____	X	12	=	\$ _____
2. Maintenance Cost for Addition/Deletion (+/-) of Loading Bridges	20 ea.	X	\$ _____/ea.	=	\$ _____	X	12	=	\$ _____
• Chiller Plant									
• 400Hz Power									
3. Maintenance Cost for Portable Turbo-Way Ramp	1 ea.	X	\$ _____/ea.	=	\$ _____	X	12	=	\$ _____
									Sub-Total (1-4 above)
									\$ _____
									* \$ _____

(HOU) BASIC SERVICES TOTAL ITEMS
(A & B)

* Enter the above (HOU) Basic Services Total Cost to the Pricing Agreement – Year Five (Option Year 2) Rates - Bid Total Summary "B-1" on price line i-b.

EXHIBIT III - SAMPLE PRICE SHEET
SOLICITATION NO.: S17-T24672

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to City direction and approval. **if Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.**

A. Estimated (HOU) Other Work/ Services Labor (Quantities are estimated for budget purposes only)

Description	Est. Annual Labor Hours	X	Cost per Hour	=	Annual Cost
Labor Cost - Technician	250	X	\$ _____/hr.	=	\$ _____

Total Estimated Other Work / Services Labor Annual Costs \$ _____

B. Estimated (HOU) Other Work/Services Parts & Materials (Quantities are estimated for budget purposes only)

Description	Est. Annual Expenditure	X	% Markup	=	Total Annual Cost
Estimated Corrective Maintenance Parts & Materials	\$ 50,000	X	_____ %	=	\$ _____
					Total Estimated Other Work/Services Parts/Materials Annual Costs
					<i>(item B total)</i>

TOTAL ESTIMATED (HOU) OTHER WORK/SERVICES LABOR & PARTS/MATERIAL ANNUAL COST (add A & B) * \$ _____

* ENTER THE ABOVE ESTIMATED (HOU) OTHER WORK/SERVICES ANNUAL COST TO THE PRICING AGREEMENT - YEAR FIVE (OPTION YEAR 2) RATES - BID TOTAL SUMMARY "B-1" ON PRICE LINE II-b.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S17-T24672**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S17-T24672**

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least 30 days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S17-T24672

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Proposers Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos { Scheduled Autos { Hired Autos { Non-Owned Autos { Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. 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 Proposer, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Proposer, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$10,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Statutory Limits		(X) Statutory Limits	Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF. THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S17-T24672

ISO | Commercial Auto Forms | 06/01/04

POLICY NUMBER:

COMMERCIAL AUTO

CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name and Address of Additional Insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)**

SOLICITATION NO.: S17-T24672

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S17-T24672

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 11 01 96**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 15 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

CG 20 15 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only in respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver
Name of person or organization
2. () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by _____
Authorized Representative

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item _____ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement No.
Premium \$

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S17-T24672**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S17-T24672

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor 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.

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.

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.

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 **Contractor** 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.

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 "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S17-T24672**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____ Address _____
Proprietor

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____ Address _____
Partner

Name _____ Address _____
Partner

A CORPORATION

List all directors of the corporation (if none state “none”):

Name _____ Address _____
Director

Name _____ Address _____
Director

Name _____ Address _____
Director

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S17-T24672**

List all officers of the corporation (if none state none”):

Name _____ Officer	Address _____
Name _____ Officer	Address _____
Name _____ Officer	Address _____

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____	Address _____
Name _____	Address _____
Name _____	Address _____

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S17-T24672

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§

COUNTY OF _____

§

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING
ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S17-T24672

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S17-T24672

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S17-T24672**

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.

- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S17-T24672**

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S17-T24672**

I, _____ as an owner or officer of

 _____ (Contractor)

 _____ (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: S17-T24672**

I, _____
 (Name) (Print/Type) (Title)

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

 Date Contractor Name

 Signature

 Title

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

ATTACHMENT “D”

I _____ as an owner or officer of
 (NAME) (PRINT/TYPE)

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

DATE _____
CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S17-T24672

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: S17-T24672

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local Government Officers on the City of Houston’s website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S17-T24672

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S17-T24672

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing Proposers so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Proposer or Sub-contractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Proposer either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Proposer is responsible for compliance on behalf of covered employees, including Contract labor, of Sub-contractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Sub-contractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Proposer that neither Pays nor Plays only if the Proposer has received an approved waiver.
6. Administration: Proposer performance in meeting Pay or Play program requirements will be managed by the contracting department. The Mayor’s Office of Business Opportunity and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Mayor’s Office of Business Opportunity and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S17-T24672

II. Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the Bid/Proposal.
1. Notice to Prospective City Proposers (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.
- B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:
1. Certification of Proposer's Intent to Comply with Pay or Play Program (Form POP-2). Note Proposers that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
 2. List of Participating Sub-contractors (Form POP-3).
- C. The Proposer will comply with the following reporting requirements:
1. Proposers that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
 2. Proposers that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)
- Proposers shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Mayor's Office of Business Opportunity will audit program compliance. Proposers willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S17-T24672



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S17-T24672

Proposer Name: _____ \$ _____
(Proposer/Sub-contractor) (Amount of Contract)

Proposer Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Proposer agrees to abide by the terms of this Program. This certification is required of all Proposers for Contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of Sub-contractors subject to the program.

Yes No Proposer agrees to Pay \$1.00 per hour for work performed by covered employees, including covered Sub-contractors' employees, under the Contract with the City.

Yes No Proposer agrees to offer health benefits to each covered employee, including covered Sub-contractors' employees that meet or exceed the following criteria:
 (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes No Proposer agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including Sub-contractors' employees, if applicable.

Yes No If contract labor is utilized the Proposer agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

Yes No Proposer will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes No For Proposers Only: Proposer will file compliance reports with the City, which will include activity for Sub-contractors subject to the program, in the form and to the extent requested by the administering department or the Mayor's Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:	Proposer	Sub-contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required

I hereby certify that the above information is true and correct.

 PROPOSER (Signature)

 DATE

 NAME AND TITLE (Print or Type)

EXHIBIT XI – SAMPLE CONTRACT
SOLICITATION NO.: S17-T24672

THE STATE OF TEXAS '
COUNTY OF HARRIS '

I. PARTIES

A. Address

THIS AGREEMENT FOR BAGGAGE HANDLING AND AIRCRAFT SUPPORT SYSTEMS MAINTENANCE AND OPERATION SERVICES FOR THE HOUSTON AIRPORT SYSTEM ("Agreement") at George Bush Intercontinental Airport/Houston ("IAH") and William P. Hobby Airport ("HOU") is made on the date of countersignature by the City Controller ("Effective Date") between the CITY OF HOUSTON, TEXAS ("City"), a Texas home-rule city, and _____("Contractor"), 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 Contractor
Director, Houston Airport System
or Designee
City of Houston
P.O. Box 60106
Houston, Texas 77205-01061

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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- F. DRUG POLICY COMPLIANCE AGREEMENT**
- G. CERTIFICATION OF NO SAFETY IMPACT POSITIONS**
- H. DRUG POLICY COMPLIANCE DECLARATION**

C. Parts Incorporated

The above-described sections and exhibits, the Request for Proposal for Baggage Handling and Aircraft Support Systems Maintenance and Operation Services for the City of Houston Airport System ("RFP"),

all Addenda and Letters of Clarification to the RFP, and Contractor's written responses to the RFP, Addenda and Letters of Clarification are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections or exhibits arises, the exhibits control over the sections, and the sections and exhibits control over the RFP, Contractor's written responses to the RFP, Addenda and Letters of Clarification. If a conflict between the RFP and Contractor's written responses to the RFP and the Addenda and Letters of Clarification arises, the Addenda and Letters of Clarification control over the RFP and Contractor's written responses to the RFP. If a conflict between the RFP and Contractor's written responses to the RFP arises, the RFP controls over Contractor's written responses to the RFP.

E. Signatures

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):

"Contractor"

By: _____

Name:

Title:

Tax Identification No: _____

By: _____

Name:

Title:

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

Director, Houston Airport System

APPROVED:

Purchasing Agent

COUNTERSIGNED BY:

City Controller

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. _____

DATE COUNTERSIGNED:

II. DEFINITIONS

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

"Acceptable" means that services, equipment, or performance, meet or exceed the requirements of this Agreement.

"Acceptance" shall be determined by the Director and occurs when the Director determines that the unit of Work specified under the Agreement is complete and acceptable.

"Acceptable Equivalent" means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies an approved, negotiated or specified use made a part hereof.

"Air Operations Area (AOA)" means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

"Airport(s)" means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

"Basic Services" means those services described in Specifications/Statement of Work.

"Business Days" means all days of a calendar year.

"City" is defined as the City of Houston a home rule city.

"Contractor or Proposer" is defined as company who is authorized to do business in Texas includes its successors and assigns.

"Contract or Agreement" means the Agreement and written amendments authorized by City Council and Proposer or change orders authorized by this Agreement between the City and Proposer whereby Proposer shall provide all specified Work in connection with the Agreement, in the manner provided by the Agreement.

"Core Competency" is defined as providing knowledge, ability, or expertise in specific areas of baggage handling and aircraft support systems maintenance and hardstand operation.

"Corrective Maintenance (CM)" means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any breakdown or stoppage of equipment or system where the equipment or system is unable to perform its designed function. CM includes repairs and replacement of related components, parts, and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

"Deferred Maintenance" means that type of preventive maintenance that can be delayed without damage to the system, instrumentation, controls, and equipment or compromise of safety standards.

"Director" means the Director of the Houston Airport System or the City Purchasing Agent, or their designee in writing. The Agreement designates certain functions to be performed by the Director.

"Enterprise Asset Management System (EAMS)" means the Houston Airport's computerize maintenance management system.

"Equipment" means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.

"Equipment Failure" means equipment not capable of being repaired due to wear/damage resulting from normal or catastrophic causes.

"Expendable Items" are those items normally required during scheduled maintenance. The items are either consumed during use, used up during repeated use, or are not useable after one usage. They typically include, but not limited to, oils, lubricants,

filters, gaskets, cleaning agents, paints, brooms, brushes, light bulbs, etc.

"First Class Condition" refers to the quality of systems, parts, equipment and related components and appurtenances including replacements ("elements"). It also refers to the condition of the wear and operation of the elements. When referring to the quality of the elements, First Class Condition means of a quality equal to or better than the elements as originally installed. When referring to the wear and operation of the elements, First Class Condition means a standard that is within the manufacturer's published tolerances for safe, reliable operation, or if no published tolerances, within generally accepted tolerances within the baggage handling and aircraft support system's maintenance and operations industry.

"Furnish" means to supply and deliver to the appropriate Airport site, ready for unloading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

"Hardstand" means a satellite concrete ramp/apron area used for aircraft loading, unloading, and ground service (refer to Appendix "III"– Hardstand Operation and Requirements).

"HOU" means William P. Hobby Airport.

"Houston Airport System (HAS)" means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.

"Include" and "Including" and words of similar import, shall be deemed to be followed by the words "without limitation".

"IAH" means George Bush Intercontinental Airport/Houston.

"Key Performance Indicators (KPI)" means high-level snapshots of an organization's performance based on specific predetermined measures. These are metrics used to help define and measure progress toward organizational goals.

"Maintenance Facilities" means the shop and office facilities the City provides to the Proposer. Such facilities are provided at each of the Airports.

"Maintenance Management System (MMS)" means the Contractor's maintenance management system that shall be utilized for managing the work flow of the Baggage Handling and Aircraft Support Systems.

"Maintenance Service" means Preventive Maintenance (PM) and Corrective Maintenance (CM).

"Manufacturer" means the original manufacturer or producer of a part or component.

"Materials" means any substance specified for use in the accomplishment of the Work.

"Notice to Proceed" means a written communication from the Director to Proposer instructing Proposer to begin performance.

"OEM" means the Original Equipment Manufacturer.

"Operation or Operational" means that the equipment is maintained at the level necessary to ensure that it is in a state of readiness for its intended use or full functional status, and maintained in such condition for the use for which it is intended.

"Other Service Request (OSR)" is the form used to request Other Work/Services within the scope of this Agreement.

"Other Work/Services" means those services described in Performance/Statement of Work and Exhibit III – Fee Schedule as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director's written request.

"Preventive Maintenance (PM)" means maintenance that is scheduled either by run time or by the calendar, to ensure proper

operation of systems and equipment with durability, reliability, efficiency, and safety as the principal objectives in accordance with current OEM requirements and recommendations.

“Predictive Maintenance (PdM)” – Predictive Maintenance (PdM) is a carefully planned system of machinery analysis and diagnostics. (PdM) provides machinery “health condition: information, which prompts timely, corrective action”. The expected result: optimum machine productivity, extended machine life, and reduced maintenance cost.

“Provide” means furnish and install, complete, and ready for intended use, as applicable in each instance, except as otherwise defined in greater action.

“Rebuilt Parts” mean used parts that have been dismantled and reconstructed as necessary; all internal parts are cleaned and free from dust and corrosion; all impaired, defective, or substantially worn parts are restored to a sound condition with new, rebuilt, or unimpaired used parts; all missing components are replaced with new, rebuilt or unimpaired used parts; and such other operations are performed as necessary to put the product in sound working condition. Rebuilt Parts must meet or exceed original manufacturer’s specifications.

“Repair” means to restore to good or sound working condition.

“Replacement Equipment” means equipment of similar capacity to existing equipment provided when the primary equipment is out of service.

“Replacement Parts” mean any item which by its installation becomes part of the Baggage Handling Systems and Aircraft Support Systems equipment.

“Response Time” means the maximum elapsed time in which Proposer must respond to an Emergency Service Request. The maximum elapsed time is measured from Proposer’s receipt of an Emergency Service Request to Proposer’s arrival at the specified work site.

“Routine” means those services that do not require emergency condition.

“Threshold” Contractor shall provide all replacement O&M parts where the unit cost is equal to or falls below the established threshold as described in section 21.1. Such cost will not take into account Contractor’s labor or shipping cost, but actual cost of the replacement part.

“Statement of Work” (SOW) is defined as detailed description of the work that the Proposer will perform.

“Upgrade” means to modify or replace existing equipment in order to achieve a specified objective or the latest state-of-the-art configuration or both.

“Urgent Service Request” is defined as a non-remedial maintenance request for immediate action. An urgent service request may be issued outside of Normal Business Hours, in which case additional labor charges will apply.

“Work” means all services to be provided by the Proposer under this Agreement.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payment specified in this Agreement, Contractor shall provide all labor, supervision, parts, equipment, materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, bonds, and incidentals necessary to perform the Basic Services and, if requested, Other Work/Services described in the Performance/Work Statement set forth in Exhibit "A". Contractor shall not be paid for travel time to and from the job site.

B. Duty to Inspect

Contractor represents that it or its agent has inspected all sites affected by this Agreement and that it is not entitled to additional compensation for its failure to accurately account for all of the work required to be performed under this Agreement.

C. Invoicing

Contractor shall submit its invoices on forms approved in advance by the Director. Each invoice must be accompanied by support documents as may be requested by the Director. Each invoice Contractor submits must be in duplicate and each copy must include required support documents. Each invoice must be identified by the Contract name and Contractor number. All invoices are to be delivered or mailed to the following location:

The City of Houston
Houston Airport System
Accounts Payable Section
P.O. Box 60106
Houston, Texas 77205-0106

D. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, services, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

E. Personnel of Contractor

Contractor shall provide sufficient, fully qualified personnel to meet the performance requirements set forth in Exhibit "A". Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

F. **RELEASE**

EXCEPT FOR THE CITY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, CONTRACTOR 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.

G. **INDEMNIFICATION**

CONTRACTOR 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) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

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.

H. RELEASE AND INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

I. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor 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.

This notice does not estop 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 Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor 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 Contractor 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. Contractor 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 Contractor 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.

J. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

(1) Minimum Insurance Requirements. Contractor shall maintain the following insurance coverage in the following amounts:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$2,000,000 each Occurrence and \$4,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$10,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. 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.
- (4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice.

Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

- (7) Subrogation. Each policy, except Professional Liability (if any), must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- (11) Proof of Insurance.
 - (a) Prior to execution of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
 - (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
 - (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

- (12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

K. Warranties

Contractor 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.

With respect to any parts, instruments, equipment, and goods it furnishes, Contractor warrants:

- (1) that all items are free of defects in title, design, material, and workmanship,
- (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,
- (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),
- (4) that no items or their use infringe any patent, copyright, or other proprietary rights. In the event Contractor becomes aware of such an infringement, Contractor will replace the items that are the subject of the infringement with non-infringing items in a timely manner; and
- (5) that for one year from the date of any installation ("Warranty Period"), Contractor shall provide all parts, instruments, equipment, and goods required to complete all Preventive and Remedial Maintenance required under this Agreement at no cost to the City. This warranty is in addition to Contractor's obligation to provide Basic Services under this Agreement. When the manufacturer's warranty period for any parts, instruments, equipment, and goods is greater than 1 year, the longer period prevails.

Contractor shall manage and enforce on the City's behalf all manufacturer warranties issued before the Effective Date of this Agreement, during the Term of this Agreement, and any extensions. Contractor shall not be entitled to any additional compensation for the management and enforcement of these manufacturer warranties. If Contractor does not exhaust all remedies, including litigation, against a manufacturer who fails to honor all or a part of a warranty, it shall not receive additional compensation from the City for the labor and material costs it incurs to repair or replace the item that otherwise would have been under warranty.

L. Maintenance Audit

- (1) At any time during the term of this Agreement or any extensions, the Director, without notice to the Contractor and at HAS' expense, may provide for a third party maintenance audit. Contractor shall rectify any deficiencies in performance discovered by such audit for which Contractor is responsible to the Director's satisfaction at no cost to the City within 10 days of receipt of a notice of any deficiency. Further, the Contractor shall provide the Director with a written explanation for such deficiency in performance and a plan to prevent future deficiencies within 15 days of receipt of such notice. Failure of the Contractor to timely rectify the deficiency or provide the written explanation and plan to the Director shall be grounds for termination for cause as provided in Section V.

- (2) At any time during the term of this Agreement or any extensions, the Director, without notice to the Contractor, may conduct his own inspections of Contractor's work performance, equipment, inventory, logs and work sites. Contractor shall rectify any deficiencies discovered by such inspection to the Director's satisfaction within 10 days of receipt of a notice of any such deficiency at no cost to the City if caused by the Contractor or its subcontractors.

M. Confidentiality

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, prepare, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall establish procedures to ensure confidentiality of the Information and to prevent its unauthorized use and disclosure. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors who perform work under this Agreement, which bind them to the terms in this paragraph.

N. Use of Work Products

Contractor conveys and assigns to the City its entire interest and full ownership worldwide in and to any work, invention, and all Documents, and the copyrights, patents, trademarks, trade secrets, and any other proprietary rights therein (collectively "Proprietary Rights") that Contractor, its agents, employees, contractors, and subcontractors (collectively "Authors") develop, write, or produce under this Agreement (collectively "Works").

The Authors shall not claim or exercise any Proprietary Rights related to the Works. If requested by the Director, Contractor shall place a conspicuous notation on any Works which indicates that the City owns the Proprietary Rights.

Contractor shall execute all documents required by the Director to further evidence this assignment and ownership. Contractor shall cooperate with the City in registering, creating, and enforcing Proprietary Rights arising under this Agreement. If Contractor's assistance is requested and rendered under this Section, the City shall reimburse Contractor for all out-of-pocket expenses it incurs in rendering assistance, subject to the availability of funds. On termination of this Agreement, or if requested by the Director, Contractor shall deliver all Works to the City. Contractor shall obtain written agreements from the Authors which bind them to the terms in this Section.

All Works developed, written, or produced under this Agreement for use as a contribution to a collective work; a part of a motion picture or other audiovisual work; a translation; a supplementary work; a compilation; an instructional text; a test; answer material for a test; or an atlas, are "works made for hire."

Contractor may retain copies of the Works for its archives. Contractor shall not otherwise use, sell, license, or market the Works.

O. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by this Agreement, any statute, ordinance, rule, or regulation. This requirement includes, without limitation, certification of the on-site technicians. Contractor shall

immediately notify the Director of any suspension, revocation, or other detrimental action against required licenses or certifications.

P. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations; the City Charter and Code of Ordinances; and HAS' rules and regulations.

Q. Compliance with Equal Opportunity Ordinance

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

R. Minority and Women Business Enterprises

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least _____ of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing:

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

S. Performance Bond

Contractor shall furnish and maintain a performance bond for \$1,000,000 conditioned on Contractor's full and timely performance of the Agreement (and payment of subcontractors). If the City exercises any option period, Contractor shall maintain a Performance Bond in the amount of \$1,000,000 for the option period exercised. The bond must be in substantially the form attached as Exhibit "E" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds

published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

T. Drug Abuse Detection and Deterrence

- (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.
- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"),
 - (a) a copy of its drug-free workplace policy,
 - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "F," together with a written designation of all safety impact positions and,
 - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "H". 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.

- (3) 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.
- (4) Contractor shall require that its subcontractors comply with the Executive Order and Contractor shall secure and maintain the required documents for City inspection.

U. Environmental Laws

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.

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" mean 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.

V. Airport Security

Contractor shall comply with all HAS, TSA, FAA and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for Contractor's non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within 10 days of notification in writing, 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.

W. Conflicts of Interest

If a potential or actual conflict of interests arises between the City's interests and the interests of other clients Contractor represents, Contractor shall immediately notify the City Attorney and Mayor by fax transmission or telephone and request consent. The City shall be deemed to consent to the conflict unless the Mayor or City Attorney sends a written notice that the City declines to consent within 3 business days after the City receives the notice. If the City does not consent, Contractor shall immediately take steps to resolve the conflict.

X. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 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.

IV. DUTIES OF CITY

A. Payment Terms

- (1) Subject to all the terms and conditions of this Agreement, the City shall pay to Contractor, and Contractor accepts the fees specified in Exhibit "B," Fee Schedule, for all work provided by Contractor and its subcontractors under this Agreement. If hourly rates and fees for Other Work/Services are not stated in Exhibit "B", the rates will be based on the Parties' written agreement, which must be established in accordance with the terms of this Agreement. All such rates and fees must be ordinary and reasonable for the type of work performed.
- (2) If the City pays Contractor for work performed by any subcontractor or for parts, supplies, equipment, or materials provided by any supplier, and Contractor withholds or has withheld payment to the subcontractor or supplier because of a deficiency in the quality or quantity of that subcontractor's or supplier's work or materials, the City may withhold a corresponding amount

from any pending or future payments to Contractor until the next regular payment to Contractor occurring after the City receives reasonable documentation that the deficiency has been remedied.

- (3) All invoices are subject to approval by the Director and are due and payable on or about 30 days after receipt and approval by the Director. All payments must be made by check made payable to Contractor. The City will not unreasonably delay or withhold payment or approval of any invoice. Neither payments made nor approval of invoices or services by the Director shall be construed as final acceptance or approval of that part of Contractor's services to which such payment or approval relates. Such payments do not relieve Contractor of any of its obligations under this Agreement.

B. Taxes

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.

C. Method of Payment - Disputed Payments

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.

D. Limit of Appropriation

- (1) The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section.
- (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:
- (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.

\$ _____

- (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.

E. Changes

- (1) At any time during the Agreement Term, the 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.
- (2) The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

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

Signed:

[Signature of Director]

- (3) The Director may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve a Change Order up to \$50,000. A Change Order in excess of \$50,000 must be approved by the City Council.
 - (b) 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.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (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 Director's decision regarding a time extension is final.
- (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) Change Orders are subject to the Allocated Funds provisions of this Agreement.

F. Access to Site

Subject to FAA, TSA and HAS rules and regulations, Contractor may enter and leave work sites at all reasonable times without charge. Contractor and its employees may use the common areas and roadways at the Airport where the work sites are located. This excludes parking for Contractor's personnel and does not extend to any restricted area of the Airport, including without limitation, the AOA, which requires the Director's prior written approval and an HAS escort. Contractor shall repair any damage caused by it or its employees, suppliers or subcontractors as a result of their use of the common areas.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Effective Date and continues for 3 consecutive years from the date set forth in the Notice to Proceed, unless sooner terminated under this Agreement. Performance begins on the date specified in the Notice to Proceed issued by the Director. Contractor acknowledges that time is of the essence of this Agreement.

B. Renewals

If the Director, at his or her sole discretion, gives written notice of renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated then, upon expiration of the initial term, this Agreement is renewed for up to 2 successive one-year terms under the same terms and conditions.

C. Termination for Convenience by City

The 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.

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 IV(A) unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND 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.

D. Termination for Cause by City

If Contractor defaults under this Agreement, the 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:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (3) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the 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 Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the 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.

If, after termination for failure to fulfill contract obligations, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, Contractor shall be paid in accordance with the provisions of Section V.C. of the Agreement.

E. Termination for Cause by Contractor

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. The date must be at least 30 days after the Director receives the 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.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractors' performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

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

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

(b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

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

5. If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Agreement by giving 7 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 UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

C. Severability

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.

D. Entire Agreement

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.

E. Written Amendment

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 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.

F. Applicable Laws

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.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

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

Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

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.

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.

J. Inspections and Audits

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.

K. Enforcement

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.

L. Ambiguities

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.

M. Survival

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.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Parties In Interest

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

P. Successors and Assigns

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.

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under '9.406 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.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's written consent.

R. Dispute Resolution

For purposes of this Section "Project Administrator" means the person the Director designates to monitor the progress of all Parties' performance under this Agreement.

Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Agreement; and (3) is not resolved between the Project Administrator and Contractor must be handled as described below:

- (a) The Project Administrator shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the Director.
- (b) If Contractor desires to appeal a decision of the Project Administrator, Contractor must submit a written appeal to the Director. Contractor must file its written appeal within 7 working days following receipt of the Project Administrator's original decision. The Director shall provide Contractor with a written response to the appeal within 14 working days following its receipt. The decision of the Director is final.

S. Remedies Cumulative

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.

T. Contractor Debt

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 FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

EXHIBIT "A"
PERFORMANCE/WORK STATEMENT

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

EXHIBIT "D"
N/A

EXHIBIT "E"

PERFORMANCE BOND

THE STATE OF TEXAS

COUNTY OF HARRIS

THAT WE, _____, as Principal, (the "Contractor") and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ _____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, 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 Contractor has on or about this day executed an Agreement in writing with the City for heating, ventilating, and air conditioning systems and associated plumbing, electrical and control systems ("HVAC") operations and maintenance services for the City of Houston Airport System all of such work to be done as set out in full in said Agreement therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Agreement 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 the Agreement 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. Should the Contractor fail to faithfully and strictly perform the Agreement in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

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

It is further expressly agreed by Surety that the City and/or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement and in the Work to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change 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 the Surety therefrom.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AND SURETY WILL FULLY INDEMNIFY AND SAVE HARMLESS THE CITY FROM ANY LIABILITY, LOSS, COST, EXPENSE, OR DAMAGE ARISING OUT OF CONTRACTOR'S PERFORMANCE OF THE AGREEMENT.

If the City gives Surety notice of Contractor's default, Surety shall, within 30 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Agreement; or
2. Take over and assume completion of the Agreement itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Agreement pricing and payments for work performed.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Agreement and receive payment of the balance of the Agreement payment and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Agreement itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, (even though the statute may not apply), which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Agreement, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS (SEAL)

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

REVIEWED:

Assistant City Attorney
P. O. Box 368
Houston, TX 77001-0368

EXHIBIT "F"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT "G"

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in '5.18 of Executive Order No. 1-31, that will be involved

in performing _____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "H"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)
_____ (Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified.
Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following testing has occurred:
Initials (Start date) (End date)

Random Reasonable Suspicion Post Accident Total

Number Employees Tested

Number Employees Positive

Percent Employees Positive

_____ Any employee who tested positive was immediately removed from the City worksite
Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)